



lime

Powered Scooter Share Program

Permit Application

CITY AND COUNTY
OF SAN FRANCISCO

**UN
LOCK
LIFE**

When you unlock
a Lime, you



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August 21, 2019

Neutron Holdings, Inc.
dba Lime
85 2nd St., First Floor
San Francisco, CA 94105

Via Email & Hand Delivery

San Francisco Municipal Transit Agency
Powered Scooter Share Program
ATTN: Adrian Leung
1 South Van Ness Avenue, 7th Fl.
San Francisco, CA 94103
scootershare@sfmta.com

The SFMTA is committed to fostering an urban environment where sustainable modes of travel are desirable, accessible, and preferred over operating a private Vehicle.

-San Francisco Municipal Transportation Agency (SFMTA)
Strategic Plan, April 3, 2018

San Francisco is one of the twenty fastest-growing cities in the United States, which has brought great dynamism and new residents to the City. As our hometown, where most of our employees live and work, we have also seen how this growth has increased stress on the transportation system, causing more congestion and pollution, and increasing the cost of living.

We are committed to using our unparalleled experience in providing 75 million rides in more than 100 cities around the world -- coupled with our local knowledge from operating throughout the Bay Area -- to bring the best service to our home City.

As SFMTA recognized in launching its Powered Scooter Share Pilot last year, the popularity of electric scooter sharing presents a unique opportunity for SFMTA to advance its Strategic Plan goal noted above by providing a new type of affordable and sustainable mobility.

Through SFMTA's Powered Scooter Share Pilot evaluation and our service in Oakland and San Jose, we have learned a lot about what is successful in the Bay Area and where challenges remain. We will provide:

- Reliable, seamless, and equitable service across the Bay Area
- Rugged hardware designed to last and be reused or recycled at end-of-life
- Discounted plans for low-income riders and frequent users of public transit
- Ongoing rider education, including First Ride events to educate new users on safe riding and proper parking

- Hiring a local Operations Team of more than 40 people, with a focus on opportunities for formerly incarcerated individuals
- Significant, meaningful community engagement and partnerships with organizations like the Chinese Newcomers Service Center, Young Community Developers, New Community Leadership Foundation, and the Downtown Streets Team
- Rider accountability practices including photo verification, incentives, and fines

Beyond our product and our service, we believe that our diverse team makes Lime uniquely suited to serve San Francisco:

- 58% -- 7 out of 12 -- members of our Executive Leadership Team, are women and people of color. Notably, our Chief Technology Officer and General Counsel are women
- 100% of our San Francisco Operations Leadership are women
- 100% of the members of our Global Public Policy and Safety Advisory Board are women or people of color

This proposal outlines our qualifications and ability to meet the requirements of the City's Powered Scooter Share Program, which we look forward to discussing further at your earliest convenience.

Warmly,



Joe Kraus
President



David Spielfogel
Chief Policy Officer

People authorized to represent Lime:

Jessie Lucci
Regional General Manager
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Signed Application Cover Sheet



SFMTA Powered Scooter Share Program Permit Application

The Powered Scooter Share Program Permit allows permitted Powered Scooter Share Operators to operate a Powered Scooter Share Program in the City and County of San Francisco. The SFMTA shall implement this Program consistent with the SFMTA’s “Guiding Principles for Emerging Mobility Services and Technologies” and Transportation Code, Div. II, Section 916.

The SFMTA will review the completed applications, determine whether each applicant conforms to the SFMTA’s requirements, and evaluate applications according to the scoring criteria described in this application. The SFMTA anticipates issuing a limited number of Powered Scooter Share Program permits in consideration of maintaining clarity and usability for customers, and ease of program administration.

Applicant Information

Please Print Clearly			
Business Name:	Neutron Holding Inc. dba Lime	Business Phone:	888.LIME.345
Contact Person:	Jean Walsh, Public Affairs Manager	Phone:	415.787.3037
Mailing Address:	85 2nd Street, San Francisco, CA 94105		
Street Address if different from above:			
Email address:	jean.walsh@li.me or support@li.me	Website	www.li.me

Applicant Agreement

<p>By signing this application, the applicant verifies on behalf of the Powered Scooter Share Operator that all the information provided is true and accurate; that if issued a permit, the applicant agrees to comply with the Permit Requirements in Appendix A, without change to its terms and conditions, and any other requirements of the Powered Scooter Share Program Permit as issued; and, further, that the applicant agrees that all submitted documents and materials, and their contents, are subject to public review, and that no documents or other materials provided to the SFMTA will be considered confidential or otherwise withheld from public disclosure if requested after the deadline for submitting applications has passed.</p>	
Name of Applicant	Tianying Lucci
Authorized Signature	
Printed Name, Title and Date	Tianying Lucci, Regional General Manager, August 21, 2019

311 Free language assistance / 免費語言協助 / Ayuda gratis con el idioma / Бесплатная помощь переводчиков / Trợ giúp Thông dịch Miễn Phí / Assistance linguistique gratuite / 無料の言語支援 / Libreng tulong para sa wikang Filipino / 무료 언어 지원 / การช่วยเหลือทางด้านภาษาโดยไม่เสียค่าใช้จ่าย / خط المساعدة المجاني على الرقم

Application Materials

A. Device Standards & Safety Assurances

1) Proof of UL 2271 and 2272 battery certifications from the manufacturer.

See Appendix A for Lime-S Gen 3 scooter UL 2271 certification and documentation that the scooter battery is currently being tested for UL 2272. We will provide certification for UL 2272 prior to launch.

2) Test results from a qualified independent lab demonstrating that each model scooter put into service meets or exceeds California Vehicle Code §21223 requirements.

See Appendix A for Lime-S Gen 3 scooter certifications under CVC Sections 21223 and the braking requirements of Section 21225.

3) Describe commitments applicant makes to ensure that devices are safe for operation, and what permittee commits to do if a safety issue with device(s) is discovered.

Lime's operational safety program has been built over the last two years based on the lessons from our 100+ markets around the globe. The effort begins with our San Francisco Operations Team, which will ensure that all vehicles deployed are in good working order and are safe for our riders. The Operations Team will work three shifts, and is always available to address fleet issues within two hours. The Operations Team's primary responsibilities include:

- Patrolling to make sure the vehicles are properly parked and in good condition;
- Rebalancing the vehicles to hotspots;
- Addressing any complaints;
- Ensuring vehicles are charged;
- Retrieving vehicles that require maintenance; and
- Performing any required maintenance and repairs. We perform both proactive and reactive maintenance on our scooters.

Our Operations Team "touches" each scooter at least once per day. Each "touch"--including any rebalancing of the scooter--includes a full preventative maintenance evaluation: inspection of the brake, handle bar, grip, bell, battery damage or wear, lights, scooter cleanliness, and more. We will bring each scooter back to our warehouse at least once per week for preventative maintenance. The fleet collected will be inspected by our team, and any necessary maintenance will be performed before they are redistributed for use. Likewise, we will inspect (and repair, as needed) any scooter that is reported through our customer service channels noted below. Scooters that are poorly rated for three rides will also be flagged for inspection.

If any scooter is found by our team or reported to us as being in disrepair, our Operations Team will either address the issue on-site or bring the scooter back to our warehouse for repairs. Any scooter that is reported or found to be in disrepair will be taken off the system so that riders cannot use the scooter until we inspect it. At the warehouse, our specially trained mechanics will perform any necessary repairs and then re-inspect the scooter before it is returned to the fleet. Our mechanics and operations specialists are trained by

Lime and shadow more experienced Limers before they are allowed to handle the fleet. Please refer to Section F(1)(a) for more details on our training programs.

Additionally, in the event that we discover a broader issue affecting the safety of devices, we would promptly contact relevant authorities and agencies and work with them to expeditiously address the issue and ensure the safety of riders and non-riders.

Customer Service

Customers and noncustomers can use any of our customer service channels to report safety, maintenance issues, improperly parked vehicles or other concerns. We provide customer support in English, Spanish, Mandarin, Tagalog, Korean, French, German, Italian, Portuguese, Hungarian, Hebrew, Polish, Romanian, Czech, Swedish, Finish, Danish, and Greek.

- **Call center:** Anyone can call our 24/7 customer service center at 1-888-LIME-345, as visibly displayed on all scooters.
- **Through the app:** Riders can contact customer service within the app.
- **Via email, text, or social media:** Customer service can be contacted by email at support@li.me, by text at 1 (888)-546-3345, and on Twitter at @_LimeAid
- **Through the website:** Self-help FAQs and a portal for customer service submissions are available at <https://help.li.me/hc/en-us>.
- **City point person:** We recommend that the City designate a primary contact who can communicate any issues that are identified by the City, first responders, or residents.
- **City 311 hotline:** We can also integrate with the City's SF311 system, so that residents have a familiar way to report any issues.
- **Law enforcement portal:** For law enforcement, we provide a portal to submit documentation needed to obtain confidential rider information.

When Lime receives reports of sidewalk riding or other disallowed behavior (including details, such as: vehicle number, time, date, location, infraction and photo of occurrence), Lime will relay the report through our customer service system.

Our customer service team will relay the warning to the user, or if conditions require, assess a fine or suspension to the user's account. We will provide standard templated language to users reminding them of courteous and legally-required scooter conduct to help encourage norms of conduct.

When a complaint is made through any of these channels, our local Operations Team is promptly informed of the complaint or issue. Once we acknowledge the issue, the staffer monitoring these channels directs in-field staff to be dispatched to the location of the issue. This team will then address the issue on-site, moving or rebalancing the vehicle, or bringing the vehicle back to the local warehouse if maintenance or repair is required. If an issue is reported about a broken vehicle, the vehicle is taken off the app and placed in maintenance mode so that no other rider can use it before our operations staff are able to address the issue. This process allows us to resolve all complaints within two hours.

Education and Safety Summit & Global Public Policy and Safety Advisory Board

We are working to lead the industry towards safer and more sustainable practices. On July 11th, 2019, Lime hosted 75 public and private stakeholders for the micromobility industry's first Education and Safety Summit in San Francisco. Together with policymakers, academics, transportation practitioners, advocates, law enforcement personnel and community leaders, the team at Lime spent the day-long session discussing ways to help improve product and operational safety, promote industry best practices and to set a new standard for safe, multi-modal streets.

During the Summit, Lime also announced the members of a new Global Public Policy and Safety Advisory Board. Comprised of experts from across a variety of safety, academic, transportation and environmental fields, the Advisory Board includes:



- Inez Tenenbaum, Former Chairman, U.S. Consumer Product Safety Commission
- Kathleen O'Toole, Former Police Chief, City of Seattle - Police Department
- Carol Browner, Former Director of the White House Office of Energy and Climate Change Policy and former Administrator, U.S. EPA
- Charles Brown, Sr. Transportation Researcher, Adjunct University Professor

Members of our Global Public Policy and Safety Advisory Board presenting at our Scooter Education and Safety Summit

B. Sample Scooters

Two samples of the scooter to be used by Lime under this program will be made available to SFMTA for inspection pursuant to the device requirements outlined in the Powered Scooter Share Program Permit Application.

Section D includes our full Operations Plan for San Francisco, which includes additional information.

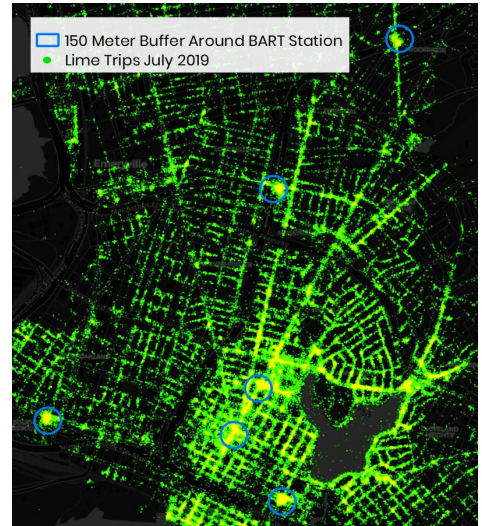
C. Pricing Structure

1) Low-income user plan.

Recipients of public assistance through programs like CalFresh, SFMTA Lifeline, or PG&E CARE Low-income riders can enroll in [Lime Access](#)¹ and access unlimited 30-minute rides for \$5 per year. Participants enroll using our simple online application, in-person at one of our outreach events, in-app, or through our community partners. See Appendix B for details.

2) Any other discounted customer plans [and] participant qualification requirements.

To encourage rides to and from transit, we offer our **Lime Pass** to Oakland commuters. Pass holders pay a \$4.99 weekly fee, then rides are just \$1 each. We will launch a similar program in San Francisco. Results from the Oakland program are promising. Based on a July 2019 rider survey, using best practices in research design, **79% of Oakland riders used Lime to get to or from transit in the last month** and 35% of Lime trips are to or from work/school. The map to the right illustrates the concentration of Lime trips near BART stations in Oakland during the month of July 2019.



3) Strategy for achieving the goal of 1 low-income plan member for every 5 scooters authorized.

We have tested multiple strategies in markets around the globe to better understand the most effective way to attract and retain Lime Access users. Our plan includes:

- **Integrated In-App Account Registration:** At new account registration, we will provide Lime Access qualifications and how to enroll (see screenshots in Appendix B).
- **Outreach events and onsite sign-ups.** Our Brand Ambassadors, hired from the communities we serve, will staff events in CoCs, including:
 - Day Labor program (Mission)
 - Human Services Agency service center (Bayview, SOMA/Mission)
 - Mission Neighborhood Health Centers (Mission, Excelsior)
 - City College locations
- **Community partnerships.** Working with our established San Francisco community group partnerships with Chinese Newcomer Service Center, YCD, Downtown Streets, New Community Leadership Foundation, and Arriba Juntos and Board of Supervisor offices, we will ensure that Lime Access information is widely available. See Appendix C for our Community Partnerships.
- **Multi-media campaign.** We will deliver culturally relevant and multilingual messages on Lime Access using email, in-app messages, and through social and print media. In Atlanta, we [saw](#) a significant increase in Lime Access applicants after focused email

¹ See <https://www.li.me/community-impact> for additional details.

outreach and partnership with MARTA, the local transit agency. In Portland, we worked with [media](#) to publicize the program.

- **Co-promoting all scooter equity programs.** We would like to replicate our collaboration with Open Oakland, a Code for America partner, to develop a portal for users to sign up for any low income shared micromobility program offered by any permitted company.
- We are hiring a full time **Community Outreach Program Coordinator** who will work directly with our Public Affairs Manager to oversee our community outreach and Lime Access equity programs in San Francisco.

4) Proposed rates, including any membership plans.

\$1 to unlock and \$0.29 cents per minute. See C(2) for our Lime Pass commuter program.

5) Cash payment options.

Riders can pay in cash through PayNearMe at 40+ locations in the City. See Appendix B for details.

6) Plan for offering service to users without a smartphone.

Lime Access users can text 415-463-3473 to unlock a scooter via customer service, and provide account information. See Appendix B for details.

7) Variable rates (or other incentives)...to prioritize short term trips, maximize fleet availability, and discourage an overconcentration of scooters in the downtown core.

Trips taken in the downtown core will be subject to periodic surge pricing based on overconcentration, demand, and supply. Additionally, see Section E(1)(c) for incentives for riders to park or rebalance scooters outside of the downtown core.

8) Billing and customer service business rules for lost scooters.

Lime reserves the right to charge a customer for vehicles not returned within 48 hours. We will determine the amount of this charge in San Francisco if and when a problem with theft or loss arises. If a rider identifies a mechanical issue preventing them from locking the scooter, or another situation out of their control, they can contact customer service to request a refund for any charges incurred. These rules, responsibilities, and remedies for lost scooters are in our User Agreement.²

9) Plan for offering incentives for trips starting or ending along...transit lines or...hubs, including the plan to advertise any incentives to users.

We will offer Lime Pass solely to commuters in San Francisco. Advertising for Lime Pass will include: targeted in-app and email marketing, promotion at community outreach events, partnerships with public authorities, and--similar to our recent partnership with TriMet in Portland--we will work with transit authorities to further target transit users and publicize information on [our blog](#), in the [media](#), and on the agencies' websites as interested.

10) Plan for promoting the low-income user plan.

Our promotional plan for Lime Access is described above in Section C(3) and Section H.

² See the language highlighted in YELLOW in the User Agreement in Appendix E.

D. Operations Plan

1) Hours of operation

Limes will be available to ride on the streets of San Francisco 24/7.

2) Storage of scooters during non-operational hours

Scooters will be stored in our local San Francisco warehouse. If selected, we will procure a warehouse in Hunter’s Point, Dog Patch, Bernal Heights, Vis. Valley, Excelsior or Bayview.

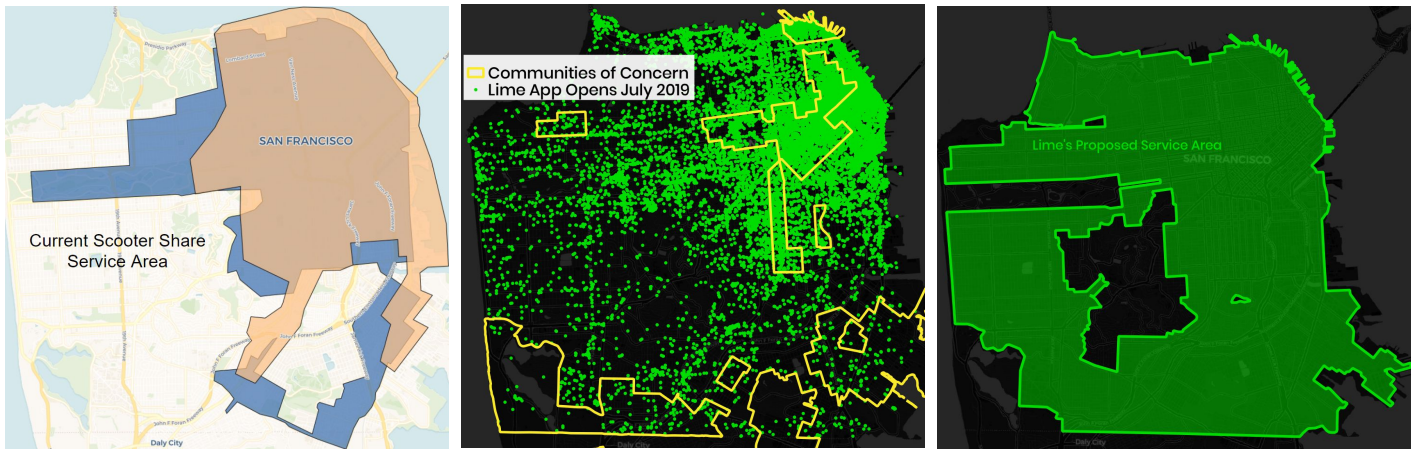
3) Proposal for serving Key Neighborhoods

For a fleet size of 2500 scooters, we propose the following distribution:

LOCATION	SCOOTERS	LOCATION	SCOOTERS
Downtown Core	1000	Richmond	75
Mission	300	Sunset	75
Bayview/Hunter’s Point/Vis. Valley	200	Presidio	25
Western Addition	80	Total	2,500
SFSU/Ingleside/Excelsior	200		
Core Service Area (excluding Downtown and Key Neighborhoods)	545		

Key neighborhoods are in **bold.*

4) Service to neighborhoods without existing powered scooter share service



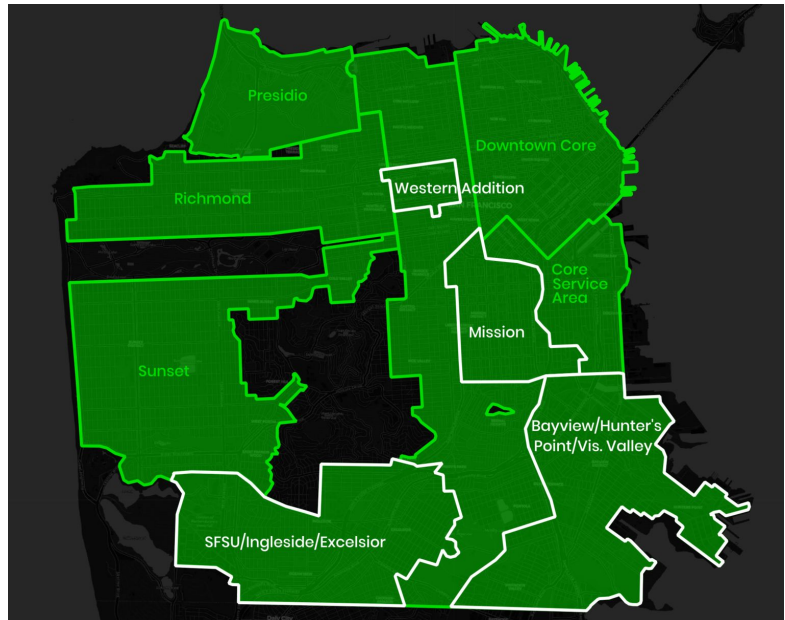
The map on the right is the proposed Lime service area where there is demand for scooters, but they are currently unavailable

Scooter sharing is currently only available in a limited number of City neighborhoods (map above - left). The middle map above shows that over 28,000 Lime app opens have happened in San Francisco during July 2019 for people looking to use our service (map above - middle), illustrating that there is high demand for our service, including in CoC and areas without scooter service. Designed to serve San Franciscans’ unmet needs, Lime’s proposed service

area encompasses most of San Francisco (map above - right) and is detailed in the map at right.

If we are selected to operate in our hometown, we intend to serve all of San Francisco with a fleet of 2,500 vehicles, including the neighborhoods without existing powered scooter share service, including Tenderloin, Excelsior, Bayview, Oceanview, SFSU, Inner and Outer Richmond, Inner and Outer Sunset, Outer Mission, Bernal Heights, Balboa Park, and Marina.³

5) Methods for deploying and redistributing scooters consistent with the accompanying Distribution Guidelines and Requirements



Our operational plan for deployment and redistribution is designed to account for demand both within the expected rush hours during commute times and other high ridership periods, as well as for demand outside of peak commute times. Our plan is also designed to ensure we are always exceeding distribution targets in underserved areas and CoCs.

If awarded a permit, our Operations Team will be divided into field operations and in-warehouse operations. Our local Operations Manager will oversee all in-field operations and help assist with overall warehouse management. Our Mechanics Manager will oversee all in-warehouse operations and the mechanics team, and help assist our Operations Manager in field operations when need be. Our mechanics will work in two shifts: 5am-1pm and 1pm-9pm. On average, each individual mechanic repairs 20-25 vehicles daily.

Our field team will adhere to a three-shift schedule. Each shift team will be tasked with resolving community and customer service tickets, rebalancing idle scooters and scooters from over-saturated areas to undersaturated areas, and checking and cleaning each vehicle they come into contact with. Every shift will be trained on 311 ticket reading and 311 ticket completion. As we already have in Oakland, we will have a shift lead tasked with actively monitoring 311 tickets and assigning them to individual specialists to resolve within a 2-hour period. The three shifts are laid out as follows:

- Morning Shift:** The morning shift will start at 5am. The team will load fresh scooters that have been charged and/or repaired into either a cargo bike or van. The team will then travel to various zones around the City to rebalance scooters and re-deploy the scooters from our warehouse. Within each zone we will have specific drop points, based on our analysis of previous usage, bike rack space availability, and foot traffic. The morning team will also address service tickets, patrol and address parking compliance, perform routine maintenance, rebalance scooters to avoid over-concentration and ensure distribution targets are exceeded in CoCs and underserved areas.

³ Larger versions of these maps are included as Appendix D.

- **Mid-day Shift:** At 1pm, our mid-day patrol will be deployed to monitor and address a number of potential issues, including: addressing maintenance issues reported in the app, handling customer service issues reported in the app or via our customer call number, 311, email address, or Twitter handle, re-parking scooters that are found or reported to be improperly parked, rebalancing scooters that are parked in too large a cluster or that have drifted too far from underserved areas, and identifying and swapping scooters to recharge those that are low.
- **Night Shift:** At 8pm, our night shift crew will deploy by zone and rebalance after rush-hour to ensure that coverage will be maintained in CoC and underserved neighborhoods, retrieve low battery vehicles to charge, re-deploy freshly charged vehicles, address service tickets, repark scooters, and perform maintenance checks. At the end of their shift, they will rebalance and redistribute scooters for use during the morning commute.

6) Proposed methods for avoiding overcrowding of scooters in high-demand area(s)

Data-informed Operations: A higher concentration of scooters in a specific location often indicates that a significant number of trips end in this location. Using historical data, we can identify these locations and their use patterns over time, and adjust operations accordingly. For high traffic areas that are specific to times of day or week, or special events, we will station “scooter valets” to actively rebalance and repark vehicles during high utilization times. As we see trends escalate, we flag these high-ride demands for the City and try to work on a mutual solution such as enhancing micro-mobility infrastructure.

Tidiness Squads: Lime was the first in the industry to implement “tidiness squads,” teams of people whose primary purpose is to patrol the streets on foot to quickly and effectively manage oversupply, rebalancing, and general fleet appearance. The members of our tidiness squads are drawn from the community that they are patrolling. Their knowledge of the geography and their connections with local residents improves the effectiveness of the program. **Downtown Streets will be our partner for this effort, providing work experience and a stipend for 12 individuals experiencing homelessness.** (See Appendix C for Letter of Intent)



Infrastructure Solutions: We will partner with transportation advocacy groups and the small business community to secure approval for on street and off street micromobility parking spaces. We have already had initial conversations with the SF Council of District Merchants and are eager to partner on this initiative.

7) Adaptive Scooter Pilot Plan

Lime has a strong record globally of working with disability rights organizations to make our products and services more accessible, while also addressing challenges that result from

this new mode of transportation in a city's public right of way. We are already bringing that same collaborative process to San Francisco as we build a world-class accessibility program for scooter sharing in the city.

Our team has partnered with various groups and advocates, and we are doing similar outreach in San Francisco.

We are testing braille customer service contact information on our scooters. Chicago was the first city in the nation where we deployed customer service contact information in Braille for people who are blind or visually impaired. We followed with Montgomery County in Maryland. We are combining the braille information with enhanced training for our customer service team to ensure timely responses to accessibility-related feedback we receive.

In Texas, local Lime staff hosted a training offered by the Texas State School for the Blind and Visually Impaired to simulate blindness and the challenges of navigating transit stops, sidewalks and the public right of way. As a result of the training, our operations team updated our local deployment strategy and training to drive an understanding of accessibility best practices.

In Portland, our team worked with Guide Dogs for the Blind as part of service animal training, loaning our scooters to trainers to help dogs identify and become comfortable with this new form of transportation.

Internationally, Lime and the Austrian Association for the Blind have collaborated to designate October 15th as "White Cane Day," which will include activities to raise awareness of blind people and their needs. As part of this initiative, our team was trained on blind-friendly parking, and we placed tags with blind-friendly parking information on our scooters to increase rider awareness.

We are already working on making our products and services more accessible to people with varying abilities. For example, our new website is launching this week. Our developers incorporated the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA Standards. These standards are an international set of guidelines for digital accessibility that informs the design of websites. In addition to internal resources to monitor and test the site, we are engaging a third-party accessibility and monitoring provider to routinely test the site.

We have assessed our app to ensure it meets Section 508 of the Rehabilitation Act of 1973 requirements. We found that our app does not disrupt or disable any accessibility features of any operating system for a user, displays text on the screen along with our animations, and does not include any flashing or blinking elements. It also allows users, when TalkBack or VoiceOver is enabled, to access the information in forms such as the credit card form or the user info form. We, however, found that our Android app does allow users preselected individual display attributes, while our iOS app does not. We are working with our engineering team to address this discrepancy, and it is being updated with this feature.

In San Francisco, we are developing an Adaptive Scooter Pilot Plan, which we will launch within three months of receiving a permit. We are considering options that address mobility challenges, like difficulty standing on e-scooters for extended distances, a need for greater

support through the addition of a seat, or storage that allows users an ability to carry vital medical equipment or mobility devices, like a cane, braces or oxygen equipment and accessories.

Deployment and Service Area: We envision a program where people with disabilities can reserve an adaptive vehicle and we will deliver it to them. Anyone with a disability in our Service Area will be able to reserve a scooter up to seven days in advance. The program will accept reservations seven days a week, between 7 am and 6 pm, mirroring key pieces of the SF Access Reservation system. To drive awareness, we plan to create a landing page for reservations, along with a hyperlink through app banners, messages, and email blasts. We also plan to provide this landing page via brochures and handouts at local community organizations and outreach events.

Outreach: We will not be successful in this process if we do it alone. As we have done in the other programs noted above, we plan to collaborate with a diverse group of organizations and groups that serve people with disabilities to assess their mobility needs and listen to their feedback on our proposed plan. Our outreach will include Lighthouse for the Blind, SF Mayor’s Office on Disabilities, Senior and Disability Action, Walk SF, BORP Adaptive Sports, veterans groups, Abilities Expo, online forums, and others. We have already started outreach to regional organizations and groups the San Francisco Bay Area that serve people with disabilities.

Proposed Fleet Size: Subject to the results of our outreach, we plan to deploy ten vehicles within three months, and 75 vehicles within six months of receiving a permit.

Fleet: We are considering a few different vehicles for our delivery-based pilot and we will be engaging with local stakeholders to determine which of these vehicles best meets their mobility needs. Our goal is to address the needs of more than one segment of the disability community. We are considering a vehicle to address balance and mobility issues that has a seat and another vehicle akin to the Firefly adaptive bikes, but in scooter form, that allows a wheelchair user to connect directly to vehicle without having to leave their wheelchair.

Delivery-Based Deployment Timeline:

DELIVERY-BASED FLEET DEPLOYMENT			
ADAPTIVE LAUNCH	MONTH 2	MONTH 3	TOTAL DEPLOYMENT
10	25	40	75

8) Staffing and operations plan

See Section D(5) for our Operations Plan and Section G(1) for our Staffing Plan.

9) Plan for proper scooter parking based on submittal under Section E of the application

See Section E for our Safe Scooter Riding and Parking Plan.

10) Proposed fleet size at launch

We propose to launch with 2,500 scooters. To address any challenges along the way, we propose a phased-in deployment approach (provided in the table below). Our approach is designed to allow time to connect with local groups on our deployment plan, and the flexibility to update our plan based on feedback.

AREA	FLEET DEPLOYMENT		
	LAUNCH	WEEK 2	WEEK 3
Downtown Core	400	700	1000
Core Service Area (excluding Downtown Core and Key Neighborhoods)	210	460	545
Mission	70	150	300
Bayview/Hunter's Point/Vis. Valley	160	180	225
Western Addition	40	60	80
SFU/Ingleside/Excelsior	120	120	200
Richmond	---	---	75
Sunset	---	---	75
Presidio	---	---	25
TOTAL NUMBER OF SCOOTERS	1000	1750	2500

11) Describe your commitments to modifying your operations in response to a major transit issue

Lime has experience modifying our operations in response to transit disruptions. In Portland, for example, TriMet suspended service on its MAX Blue Line (light rail) from August 4th, 2019 until August 18th, 2019. Our local operations team worked with the City of Portland to add up to 500 additional scooters to provide transit service to compensate for the disruption of light rail service (see article [here](#)). If a major transportation issue occurs in San Francisco, we will partner with the City to craft a targeted solution to supplement the transit system.

Our team staged more scooters in the areas impacted by the disruption, offered a discount to riders in the affected areas, sent messaging about the additional service, and worked with Portland to identify additional parking zones. We stationed Operations Team members at the higher-utilized stations to provide information on our operational response. To minimize our environmental impact, we used cargo-trikes to rebalance scooters to these areas.

Our intervention was successful in providing supplementary transportation to those affected by the shutdown. We saw a 350% increase in trips and a 333% increase in ridership in the Lloyd District, and the peak periods were from 8-9 am and 4-6 pm, corresponding almost exactly with commuter travel patterns.

E. Plan for Safe Scooter Riding & Parking

1) Proposed approach to ensure user compliance with laws.

From low-tech to high-tech, Lime uses every touchpoint with riders to reinforce compliance: on the vehicle itself, on our Gen 3 scooter screens, in our app, via email, in our online [help center](#), through social and traditional media, through printed materials, and at in-person community events.

a) Education, incentives, etc. to ensure safe and legal operation

On-vehicle education: On the stem of each scooter are safety messages to riders. We may also include footboard messaging or laminated, securely-fastened hang-tags on scooters to share market-specific messaging or reinforce particular rules.

First ride tutorial: All riders review an animated tutorial on their first ride which includes safety messaging and instructions on proper parking. See Section M for screenshots.

In-app and on-screen education: See Section M for an example of messaging for communicating restricting riding on the Promenade path of the Embarcadero. When a scooter enters the zone, riders will receive an in-app message that will buzz or beep on their phone, depending on the individual's setting. For rides that originate in the geofenced zone, near the Embarcadero, this message will pop up prior to riding.

Preferred/No Parking Zones: We will work with the City to designate preferred parking areas, especially around high traffic locations, and no parking zones, and display those areas on the app and on the screens of our Gen 3s.

Incentives/Fines: For incentives: Section E(1)(c); for fines: Section E(1)(d)

Local Events: One of the best ways for us to educate riders on proper riding and parking techniques is through in-person public education.



In a recent study on scooter safety, the CDC noted that first time riders may have a greater risk of injury due to a lack of experience. At First Ride events, we partner with community groups to teach new riders how to ride safely, park responsibly, and adhere to local policies. We also distribute helmets at these events.

b) Describe commitments to conveying information about proper parking to users on the mobile application and/or on the scooters, including detailed educational tools and reminders.

In addition to the messaging on safe riding and parking in Section E(1)(a):

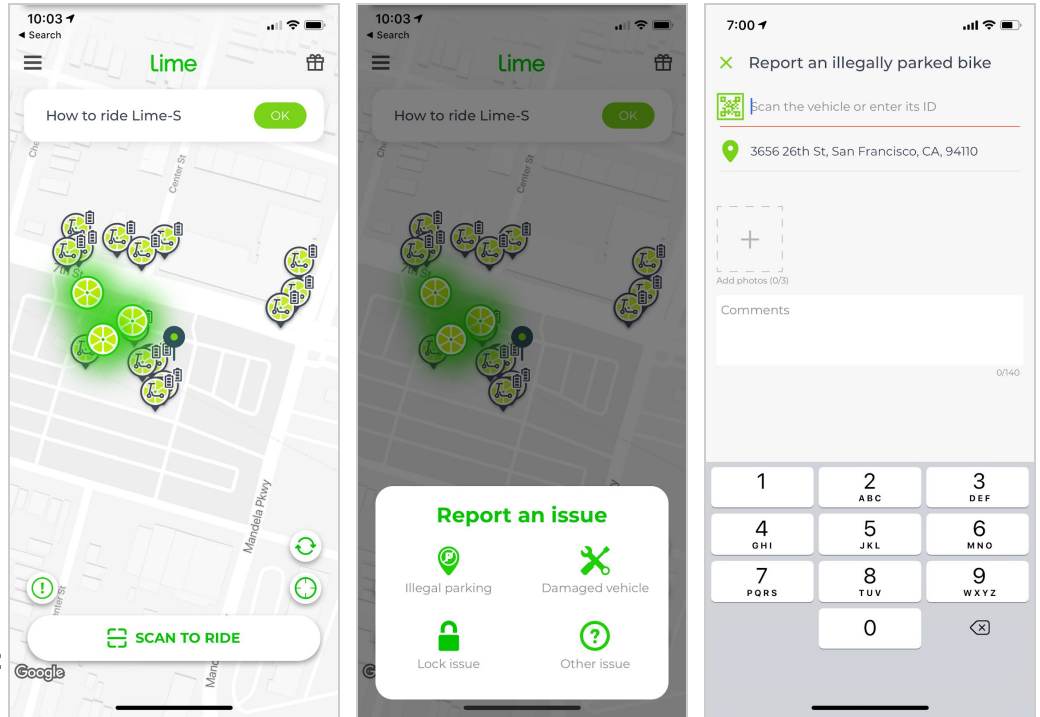
Parking Validation: The app will include a Parking Confirmation screen that will require a rider to manually confirm that they the scooter is properly locked. "Yes" will allow trip to end, "No" will route the user back to the map view, and the trip will continue until the user affirms that the vehicle is properly parked. See Appendix E for screenshots of this feature.

Photo Verification: When riders reach the end of their ride, they will be prompted to take a picture showing that their scooter is properly parked.

Permanent Banner: Our app will have a permanent top banner that will link to a list of the San Francisco program Rules and Regulations.

Reporting of Illegal Parking: There is a specific "Illegal Parking Option," marked with an exclamation point. When selected, it creates a customer service ticket, and our team is notified to retrieve the scooter. We also have a "parked or not" feature where riders identify whether scooters are parked correctly or incorrectly, and are prompted to select one or more reasons for incorrect parking.

c) Describe any incentive programs you will implement to encourage riders to properly park scooters...



We have offered cash and/or Lime credit incentives that encourage proper riding behavior. For example, in Santa Monica, we reward riders with free ride credits and cash incentives for parking in designated zones with success. We promote this incentive program in-app and via email.

d) Describe any fines or consequences for users who improperly park their scooters...

Lime can levy increasing fines - and ultimately withdraw platform access - against riders that violate our terms of service and City rules and regulations (\$25 for the 1st infraction to \$150 for the 3rd infraction). On the third infraction, a rider's account can be suspended or revoked. For some infractions, like underage riding, we terminate platform access on the first verified offense. Riders can appeal these fines in the event that they feel that we have made an error.

e) Describe rider accountability measures you commit to implementing and how you commit to monitoring compliance...

In addition to the accountability and compliance features described above, we are developing technology (e.g. in San Jose) that will detect sidewalk riding so that we can deter the practice and hold riders accountable. Integral to this technology is the collection of data from physical ridership in cities. We will begin to collect this data in San Francisco upon receipt of the permit, and pilot this feature in San Francisco as soon as it becomes available.

f) Describe your safety complaint investigation and resolution process.

Complaints that come in through our customer service channels are designated by level of severity (L1 being a complaint with no injury associated with it up to L5, which is a serious injury) so they can be properly routed and investigated. Complaints about misparked or malfunctioning scooters are directed to the local Operations Team to address, which we do within two hours of notification. Our customer service team addresses issues around the app or billing. More serious issues are routed to our dedicated Trust and Safety team for investigation. We have a [portal](#) for inquiries from law enforcement, which are also routed to our Trust and Safety and Legal teams so that we can partner in real-time with law enforcement to address their inquiries.

g) Describe what additional measures you will phase in if your initial approach does not achieve desired levels of compliance.

We are committed to developing additional solutions to promote safe riding and proper parking should any of our existing solutions be less effective than expected. For example, in San Antonio, riding in the historic Alamo district proved difficult to manage. We set up a no-riding zone, which addressed the issue.

2) Describe the locking mechanism(s) you commit to deploying upon program launch that will allow scooters to be secured to fixed objects as specified in Appendix 1.

See Section L for lock description.

3) Describe your commitment(s) to ensure customers have a valid driver's license, and the notification process for registered users who do not have one.

When a user initiates their first ride on a Lime in San Francisco, they must go through a driver's license scan to confirm compliance with California's drivers license requirement and determine that they are over 18. Process is shown in Section M.

4) Describe commitments to ensure that users wear a helmet while riding, including device innovations that make a helmet available as part of each rental.

If granted a permit, we plan to begin offering First Ride events, described in Section E(1)(a) as soon as possible. Lime pioneered First Ride events as a recurring, interactive hour-long safety session hosted by our local teams to educate riders on best practices to safely ride one of our vehicles and give away helmets to people who complete the training.⁴



We are also partnering with SF Council of District Merchants to identify local businesses, called Lime Helmet Hubs, that would distribute helmets in exchange for riders patronizing the business. We do this in other cities, such as Los Angeles and Hoboken.

In certain cities, we are also partnering with Bern⁵ to provide deep helmet discounts – starting at 40–50% off – and running a marketing campaign to raise awareness of the program, including how to obtain helmets through online and in-person locations. If selected, we will add San Francisco to this program.

⁴ <https://blockclubchicago.org/2019/08/08/scooter-safety-training-sessions-pop-up-in-west-side-neighborhoods>

⁵ <https://www.li.me/second-street/scooter-safety-lime-bern-offer-discounted-helmets-us>

5) Procedures for noncustomers to notify the company...if there is an improperly parked scooter...,how the operator commits to responding, and commitments for logging these complaints

Customers and noncustomers can use any of our customer service channels described in Section A(3) to report improperly parked scooters or other concerns, including telephone number and email provided on each scooter, social media, in-app reporting, and on our website at <https://help.li.me/hc/en-us/requests/new>. We will log these complaints in accordance with the requirements of Permit Application Appendix A #29.

6) Describe procedures you commit to following for responding to an identified problem of consistent over-concentration of scooters at a specific location...

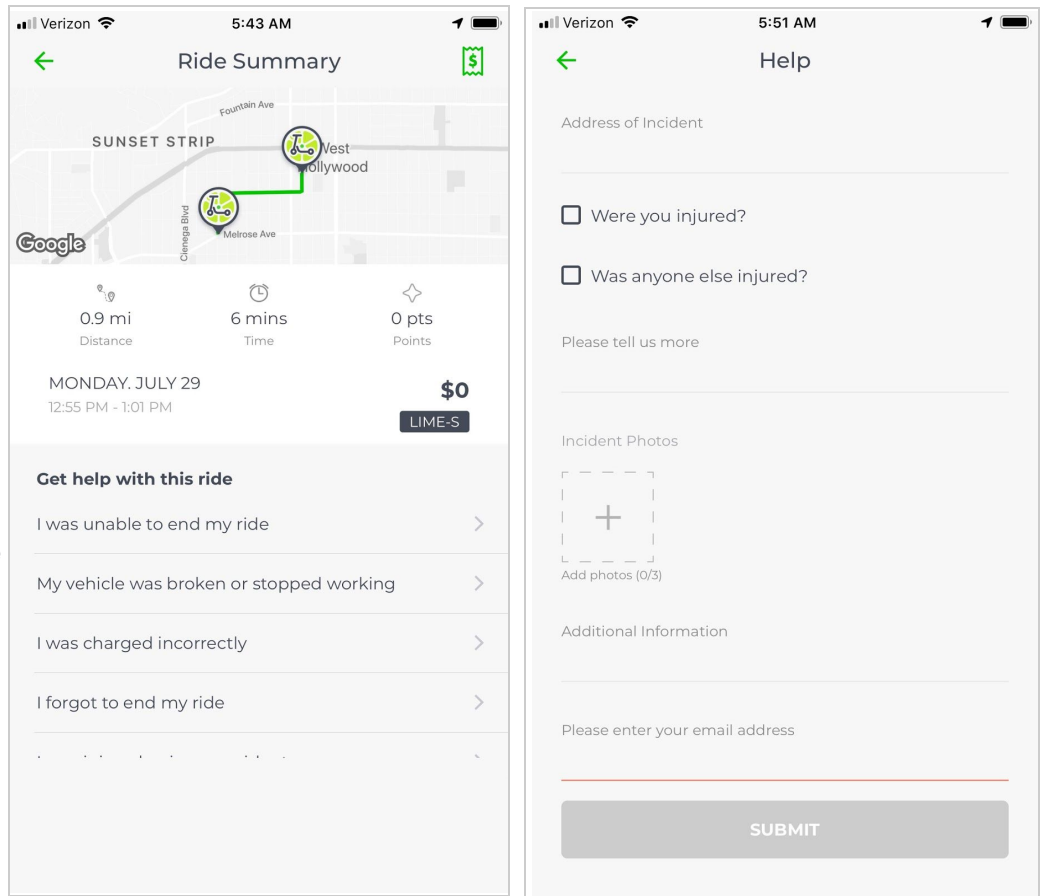
See Section C(5) for our Operations Plan.

7) Describe how you commit to educate users on how to report a collision or other safety incident to you and appropriate authorities, including an option to report these issues at the end of every ride.

In Section E(1), we describe our Rider and Community Education plan. Any person with the Lime app can report incidents through the interface (see screenshots at right). The reporting option is available on the Ride Summary which appears after the ride, also via the "!" icon on the map while in-trip or post-trip, and via the Ride History. We also actively share safety education content on our owned social media channels as well as running external campaigns.

Finally, we work with cities to share our customer service

information, and we can integrate with SF 311 to make it easy to report issues to Lime. In Scottsdale, for example, the City incorporated a “shared electric scooter program” integration into their EZ Reporting system. In real-time, the ticket generates an email which automatically links to our team’s local chat program and a Lead Operations Specialist assigns the task to a member of their team.



F. Recharging, Maintenance, Cleaning & Sustainability Plan

1) Describe how scooters will be recharged.

Lime believes that it is important to have an on-the-ground team to manage, charge, and maintain our scooter fleet. As explained in further detail in Section A(3), our scooters receive daily and weekly proactive maintenance checks. As part of this process, scooters will be charged so the battery is full when the freshly inspected scooter is placed back out for use. This will be accomplished by using e-assist cargo trikes, and some vans. Next year, we plan to introduce scooters with swappable batteries to our San Francisco fleet. We will be able to swap out low batteries with fully charged ones in the field. The batteries are smaller and lighter than the scooters, so more e-assist cargo trikes can be used, or even scooters, to complete the battery swaps.

a) Describe how staff...will know when a scooter needs to be recharged...and..any information and training...concerning safe charging practices.

Our operations app (screenshot at right) automatically creates a task when a scooter's charge reaches 20%. Each task will be color coded by priority, with lower batteries taking higher priority. We can also add scooters into this queue and rank them based on priority.

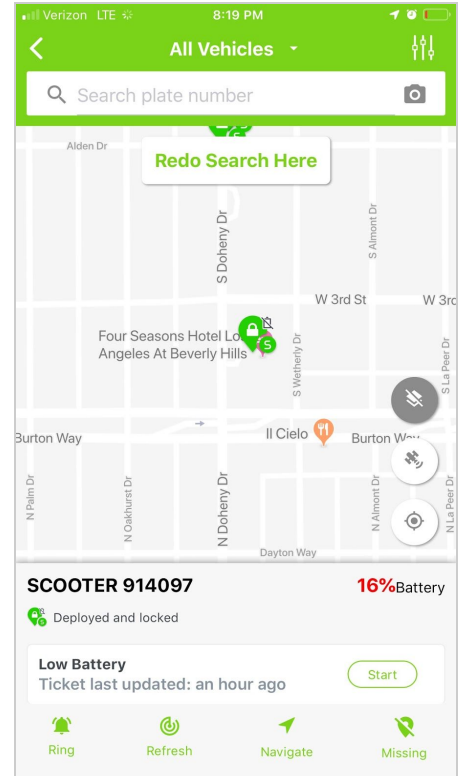
Our team takes OSHA compliance and safe lithium ion battery training on their first day at Lime and on a recurring basis.

b) Describe how you will educate and train staff...how to safely and legally park when retrieving scooters...

Our ten point vehicle safety checklist includes proper parking procedures, to never let a vehicle's engine idle, and to adhere to the optimized route to reduce environmental impact (explained in Section F(1)(c)). Our Operations Team members are trained on these safe and legal vehicle operations during initial onboarding, receive written policies and procedures, and are reminded at the start of each shift to follow the safety checklist. We also reward our team members for adhering to these policies and provide consequences for bad actors.

c) Describe your commitments to minimize potential negative impacts...associated with...collecting, redistributing, and recharging scooters.

We will operate a 100% carbon-free operations fleet for both our collection and redistribution, as well as for the energy used in scooter charging. As we do in Portland, OR, Santa Monica, CA, and markets abroad, we will use a fleet of e-assist cargo trikes (see image at right) to collect, rebalance, and redeploy Limes in the more dense areas of the City to reduce congestion, reduce emissions from vehicles, including idling, and allow us to rebalance more quickly, especially during rush-hour. Likewise, we will use pedestrian "tidiness squads" to manage our fleet on foot or by scooter. When



vans are needed, we optimize our routes to reduce the vehicle miles traveled (VMTs) and to reduce congestion. We ensure optimized route compliance and vehicle idling through telematics installed in each of our vans. We are also committed to utilizing zero-emissions electric vehicles for our operations, transitioning fully by the end of 2020. In the meantime, we fully offset any emissions produced by traditional fleet vehicles by purchasing high quality verified carbon offsets through our partnership with NativeEnergy.⁶ We will routinely report on this practice to the SFMTA in accordance with the permit requirements.

All of our scooters are already charged with 100% renewable energy through the purchase of certified Renewable Energy Certificates (RECs). For San Francisco, we plan to purchase 100% local renewable energy through the City's innovative CleanPowerSF program, electing to charge our scooters on the program's SuperGreen energy.

d) Document[ing] and report[ing] new non revenue VMT & collecting, redistributing, and charging activities.

We will track all vehicle miles traveled in San Francisco through a two-step verification process: (1) odometer readings are entered every time our fleet vehicles get fuel, so our reporting shows us miles traveled over time and (2) we verify VMTs through telematics installed in our vehicles. These plug into the engine diagnostic port (OBD2 port) and provide a live feed of miles traveled. **d) (i)** We will provide this data to the SFMTA by vehicle type and EPA miles per gallon in accordance with the permit requirements. We use a robust fleet management service, EMKAY, and are able to track and share VMT, idle time, mpg, gps locations/routes, fuel costs, etc. broken down by vehicle and/or fuel efficiency with the City.

2) Provide a complete Life-Cycle Analysis (LCA) of your scooter model..or describe how you plan to conduct and share a life-cycle analysis within 6 months of permit issuance.

We currently have a robust life cycle analysis underway, and will submit a third party report that meets SFMTA's requirements within six months of permit award. We are already working towards competing similar requirements in Portland.

3) [A]pplicants approach to maintenance, cleaning, and repair of scooters, safety check protocols, and minimum standards for repair and cleaning.

Our Operations Team "touches" each scooter at least once per day, and each scooter returns to the warehouse at least once per week for preventative maintenance. Each "touch" - including any rebalancing of the scooter - includes a full preventative maintenance evaluation: inspection of the brake, handle bar, grip, bell, battery damage or wear, lights, scooter cleanliness, and more. When a scooter returns to our warehouse, our specially trained mechanics inspect the scooter, perform any necessary repairs, clean the scooter, wipe it down, and then quality control is performed to ensure that the repair was done correctly and that the scooter itself is compliant with device standards including proper markings and lettering.

4) [P]rocedures for customers to notify the company that there is a safety or maintenance issue...and procedures for removing that scooter from service until it is inspected.

Customers can notify customer service of any safety or maintenance issues through the channels described in Section A(3). In addition, riders can report an issue when they open

⁶ <https://nativeenergy.com/>

the app (see screenshot at right) when inspecting the scooter, and, at the end of their ride, riders can rate the quality of the ride and report any issues.

If we receive a customer service report of an issue--like mentioning the word "brake" in their review--or a ride is poorly rated for three rides, the scooter is taken off of the system, cannot be seen in the customer app or ridden, and our Operations Team retrieves it.

5) Describe how you will comply with the City’s Zero Waste and Producer Responsibility policies.

Our program aligns with the Zero Waste and Producer Responsibility policies, focused on first preventing waste, reusing materials to reduce waste, and finally recycling only when necessary. When a scooter cannot be repaired, it is broken down into components which are then reused for repairs. Our robust repair and reuse program increases the lifespan of scooters and their components, reducing the environmental impacts of the hardware.

When any parts of our scooters are beyond repair, our components are now more than 96% recyclable: all steel/aluminum alloy metals are recycled with a national recycling partner; plastics are recycled locally, unusable batteries are recycled through national and local recycling partners, ensuring that we follow appropriate environmental procedures. We are committed to running a zero-waste business and will report on our progress toward these targets in accordance with the City's data and reporting requirements.

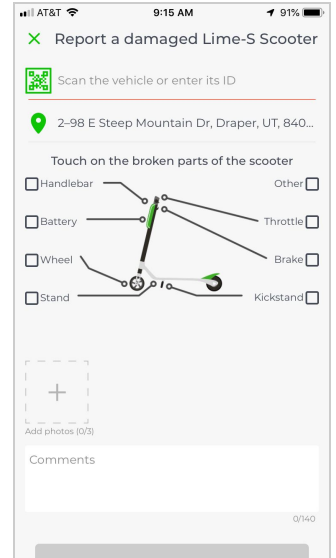
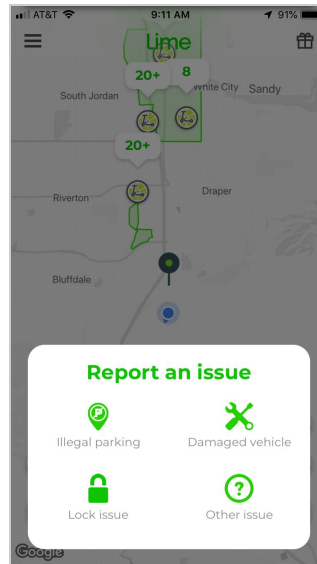
6) Describe your commitments to ensure scooters do not befool the environment.

If selected, we will institute a similar water body protection protocol that we currently use in Oakland. In Oakland, we do not deploy scooters near bodies of water, we patrol Lake Merritt, the Jack London Waterfront, and Estuary every four hours, we have geofenced no riding/deployment/no parking zones around water bodies, we educate riders in coastal areas about problems caused by scooter dumping, and we fine and remove repeated bad actors from our platform. We partner with the Lake Merritt Institute (LMI) to assist us if retrieval is needed and, every Tuesday, we volunteer with LMI cleanup Lake Merritt. We will contract a third party vendor to address a

Our batteries comply with UN38.3, an international safety standard that addresses the quality and safety of lithium ion batteries. One of the criteria of this safety standard is rigorous testing for battery leakage in various situations, including testing to ensure integrity when submerged.

7) [O]verall fleet size to Permitted Scooter ratio needed to maintain a given number of Permitted Scooters?

We will need 1.75 scooters for every permitted scooter, but as we move to swappable batteries we can reduce the ratio to 1.25 scooters per permitted scooter.



G. Hiring & Labor Plan

1) Describe the staffing plan, including hired staff and contractors, for operation and maintenance of your Powered Scooter Share program.

EV Ellington, our Northern California General Manager, will lead our San Francisco operations. Our Operations Team will include a City Launcher, an Operations Manager, a Mechanics Manager, a Regional Mechanics Manager, three Regional Project Managers, a Regional General Manager and, depending on fleet size, a full-time staff of 20–40 scooter mechanics and 20–40 Field Operations Specialists. As recommended by SFMTA in the Q&A for the Permit Application, Lime will not use 1099 independent contractors for our San Francisco scooter share program. Any hourly staff will be hired through our staffing agency partners, which provide benefits, including health insurance, 401k, and paid sick leave as explained below.

2) Describe employment standards, whether independent contractors or full-time employees.

As recommended in SFMTA's Q&A for the Permit Application, Lime will not use 1099 independent contractors for our San Francisco scooter share program. See Section G(1) for our staffing plan, and Section G(3) for detailed information about our employment standards.

3) Describe how permittee's hiring plan will comply with state and local laws, and best practices regarding equal opportunity, local hiring, and fair wages.

Lime has a proven track record of hiring locally and offering opportunities to individuals that have been marginalized due to their backgrounds. In our East Bay and South Bay operations, 25% of our workforce has come from the Center for Employment Opportunities, a group committed to helping formerly incarcerated individuals find work. In San Francisco, we commit to offering all work opportunities, including our community outreach ambassadors, first to individuals in the communities in which we serve. We will do this by diversifying our sourcing of potential hires, partnering with workforce development programs, such as the partnership with Young Community Developers (YCD) and facilitating the hiring process as set forth in Section H.

As articulated in our Lime Employee Handbook:

Lime is an equal opportunity employer and does not discriminate against employees or applicants for employment on the basis of an individual's race, color, religion, creed, sex, sexual orientation, gender (including gender identity and expression), alienage or citizenship status, national origin, age, physical or mental disability (actual or perceived), medical condition, AIDS/HIV, denial or family and medical care leave, genetic information, predisposition or carrier status, preg status, childbirth, breastfeeding (or related medical conditions), marital status or registered domestic partner status, political activity or affiliation, domestic violence victim status, arrest record, sexual assault or stalking, taking or requesting statutorily protected leaves, military or veteran status or any other status protected by applicable law. This policy applies to all terms, conditions and privileges of employment, including recruitment, hiring, placement, compensation, promotion, discipline and termination.

We provide a competitive wage and benefits package, maintain a safe and clean working environment, and offer reliable hours and job security. Compensation for full and part-time staff is based on skills, experience, and scope of work relative to market pay for that role and is highly competitive within the industry. For example, wages for hourly employees in the Bay

Area are \$20–24 an hour, and are subject to performance based raises, overtime, and cost of living increases. All wages are paid in accordance with local, state, and Federal law.

For additional hourly staff, we work through our staffing agency partners to ensure all workers have access to benefits (401k, health insurance, and paid sick time), and that hiring and employment complies with applicable local, state, and Federal, and laws. In the staffing agency employee handbook states it:

expressly prohibits any form of unlawful employee harrassment based on race, religious creed, color, national origin, ancestry, physical and/or mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, military and veteran status, and sexual orientation.

Our staffing partners also comply with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities, which applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

4) Describe how permittee will be transparent with any contractors in regards to hourly rate and net of job related expenses.

All staff are clearly informed of their hourly rate in their offer letter sent by our staffing partners. Any increases in rates are verbally communicated by managers, followed by a new offer letter reflecting the changes. All job related expenses are tracked and logged for reimbursement. Staff are informed of what qualifies as job-related expenses prior to beginning work.

5) Describe the skills and training procedures for staff and contractors.

All of Lime’s employees undergo skill development and training to ensure they are best equipped to fulfill their responsibilities.

Onboarding Training: All employees attend Lime Academy, an immersive two-day onboarding program. This program allows new hires to learn Lime’s history, culture, values, and 2019 priorities and goals, as well as deep dive into the different departments and functions at Lime. Operations Managers (OMs) go through an additional onboarding process in which they shadow veteran OMs and are taught how to use our internal tools, standard operating procedures (e.g. safe lithium ion battery handling), and how to hire, onboard, and manage staff.

Technical Training: Our mechanics and Operations Specialists are trained by Lime and shadow more experienced Limers before they are allowed to handle the fleet. They receive training on our company, the local regulations, our operations app, warehouse management, tools, parts, manuals, inspections, errors, and perform sample builds and repairs. We also have a number of specifically trained Lead Mechanics who do quality control checks after every repair is made to ensure it is ready for deployment.

For battery disposal training, our Operations Manager at the warehouse completes Department of Transportation required training for the storage and disposal of batteries for recycling. The training was created by HazMat safety consultants and is hosted on the Northpass website. We keep a company-wide training record. We use a vendor called Call 2 Recycle to recycle the batteries for us.

Compliance Training: To ensure we operate responsibly, ethically and legally, all full-time staff must complete mandatory training within three weeks of hire on anti-corruption, anti-harassment and discrimination prevention, illness / injury prevention, and workplace safety, and ethical conduct. This is repeated annually in addition to special trainings offered to our staff by the Legal and Trust & Safety teams.

Program Change Training: All of our Operations Specialists and Mechanics are trained on the city-specific deployment and operational rules. When there are program changes, we have a meeting to review the rules/changes, and all operational rules are posted in our warehouse.

On-going Training and Career Development: Lime's ongoing training process includes continuous management training, coaching from direct managers and regional team, peer knowledge sharing, and access to training materials including, but not limited to, data tools, programming tools, financial modeling, and OSHA safety training and compliance.

Lime is committed to investing in the continual growth and development of our employees. All employees are eligible to receive up to \$1,000 per calendar year for professional development (including online courses) to increase effectiveness in their current role and to enable career advancement.

6) Provide a labor harmony plan including the means by which labor and labor harmony has been considered in your operations.

Lime's labor harmony plan starts with maintaining a positive relationship with our employees. We are proud of our high retention rates compared to other industries: 70% of our team in San Jose still works for Lime since our launch there over 18 months ago, and around 60% of our Oakland staff have been with us since we launched there over one year ago.

Lime has never had a labor or service disruption in any program due to our strong relationship with our full-time and contract employees. These strong relationships are a result of our commitment to providing living wages and benefits (as outlined above), clean and safe working conditions, regular work hours (8-hour shifts), ongoing training and open communication. If employees have concerns, they can communicate with us through many channels: direct manager, their Human Resources Business Partner, Lime's Legal team, or Red Flag, Lime's ethics and compliance hotline that allows for submitting concerns anonymously through an online portal, email address, telephone number, mailing address, or fax number.

We recognize the rights of workers to organize and join Unions pursuant to the National Labor Relations Act ("Act"). Lime acknowledges SFMTA's commitment to ensure that permitted businesses maintain labor harmony with Lime's workforce and related Unions so that transportation services and the general public are not disrupted. We will accomplish this goal through our commitment to act in a good faith manner, meet with representatives to resolve issues, and, conforming to law, ensure any actions taken do not disrupt the general public.

H. Community Engagement Plan

Multilingual Communications and Community Partnerships

Through partnerships with **Chinese Newcomers Service Center, Young Community Developers, New Community Leadership Foundation, Arriba Juntos** and others, we aim to provide culturally sensitive messaging, delivered in ways and through organizations that allow it to be heard, in places where it will be well-received, and to create channels where people feel empowered to provide input on our program.

Multilingual Platforms & Strategies

The Lime community is inherently diverse, and we take great pride in serving people in 20 distinct languages, representing dozens of unique cultures around the world. We appreciate SFMTA's recommendation from the mid-pilot evaluation, and are pleased to further incorporate many of the diverse outreach strategies that have supported our global communities to date.

- Website, Mobile App & Customer Service: The Lime app, website, and customer service currently operates in more than 20 languages, including Spanish, Chinese, and Tagalog.
- Community Outreach Materials: We currently provide materials in Spanish and Chinese and will provide materials in the additional languages specified by SFMTA.
- Multilingual Community Outreach Staff & Ambassadors: We have staff on the core SF team who speak Spanish and Mandarin Chinese who will be leveraged in outreach to the community. We will prioritize diverse bilingual and multilingual skills in hiring ambassadors.
- Multi-media campaign. We will deliver culturally relevant and multilingual messages using email/in-app channels and traditional, out-of-home, and social media outlets, focused on CoCs. An example, as seen in the photo, is the neighborhood-specific marketing campaign we launched in Berlin. The campaign featured real Berlin residents (not models) and culturally appropriate messaging.
- Culturally Appropriate Outreach. We will consult with our partners in the development of designs and materials to ensure they resonate with the target audience and meet the unique needs of San Francisco's diverse communities. For example, our meetings with United Playaz reinforced that being thoughtful in color choices really matters in neighborhoods affected by gang activity.



Outdoor posters in Berlin featuring local people from each neighborhood in their own voices: "it is not important where you come from, but what connects us."

Communications strategy routinely updated upon any service change

Lime will provide regular updates about our program related to pricing, service area, devices, membership programs and operations, and receive feedback via the channels noted above. We will log our program changes and community feedback we receive in the formats designated by the SFMTA.

Strategy to incorporate community input into the Adaptive Scooter Plan

See Section D(7) for our Accessibility Plan.

Maintain a shared database for community concerns

We will monitor and track the community feedback we receive - as well as our responses - in the database format as designated by and shared with SFMTA.

Expand outreach beyond current users or target market

We have formed relationships with the community groups above to reach low income people, people of color, immigrants, limited-English proficiency residents, people with disabilities, formerly incarcerated individuals and even people experiencing homelessness. We look forward to continuing this important community engagement work, and we laud SFMTA for pushing applicants to ensure that the benefits of shared micromobility reach communities that need reliable and affordable transportation most.

We prioritize hearing from people who may have never ridden a scooter and have no intention to do so. For example, at Supervisor Fewer's District 1 Town Hall in July 2019, we heard concerns from constituents about street safety, congestion, and parking. One idea that emerged is to conduct scooter safety trainings specially geared for people over 50 (which is already more than 12% of our ridership). The training could include how to download the app and locate a scooter, hands-on training on how to ride and park a scooter, and safe riding tips. We intend to explore this idea to help riders of all ages feel more comfortable with our service.

Our diverse outreach team will also regularly attend events like Sunday Streets, festivals, and farmers' markets across the City and we will continue engaging with community organizations, merchant groups, and elected officials to conduct presentations, attend meetings, answer questions, and gather input.

Annotated record of community engagement efforts

Please see example below of a shared, searchable record of community engagement efforts. We can also include agendas, notes, stakeholder feedback and Lime's responses, as requested by SFMTA.

Date	What	Organization	District	Contact
8/16/2019	in person meeting	SFCDMA, POPS	4	Vas Kiniris, Albert Chow
8/16/2019	phone call	Chinese Newcomer Service Center	3	Alan Tse
8/15/2019	email	Senior Disability Action Network	all	Jessica Lehman
8/15/2019	in person meeting	YCD	10	Tim Waters, Joshua Harrison
8/14/2019	in person meeting	Accessibility TAC, OakDOT	n/a	Kerby Olsen
8/13/2019	in person event	Downtown Streets	6	Brandon Davis
8/12/2019	phone call	New Community Leadership Foundation	5	Majeid Crawford
8/1/2019	email	West Side Best Side	4	Maelig Morvan
7/19/2019	In person meeting	New Community Leadership Foundation	5	Majeid Crawford
7/19/2019	In person meeting	Supervisor Mandelman	8	Kyle Smeallie
7/19/2019	In person meeting	Giving Something Back	10	Larry Spiller
7/15/2019	Town Hall	Supervisor Fewer	1	Sandra Fewer
7/14/2019	community event	Sunday Streets Mission	9	N/A
7/11/2019	in person meeting	Downtown Streets	6	Brandon Davis
7/5/2019	in person meeting	United Playaz	6	Rudy Corpuz

A community engagement staffing plan

Our San Francisco-based community engagement team collectively brings decades of experience working in government, non-profit, advocacy, communications and community organizing roles. Our full-time core staff includes: Public Affairs Manager, Director of Mobilization, Regional General Manager, Senior Manager for Partnerships, Digital Media Manager, Community Organizing Manager, General Manager, California Director for Strategic Development, and Lead Recruiter.

We will also bring on a full time Community Outreach Program Coordinator who will work directly with our Public Affairs Manager to oversee our community outreach and Lime Access equity programs in San Francisco.

To supplement our full time cross-functional team, we will work with nonprofit partners to recruit, train and refer candidates who we can hire as community ambassadors to conduct public outreach. We are entering into formal agreements with Young Community Developers (YCD) (D10), New Community Leadership Foundation (NCLF) (D5), Chinese Newcomer Service Center (CNSC) (D3) and Downtown Streets Team (D6) to promote Lime Access and implement outreach. See letters of intent in Appendix C.

A culturally sensitive marketing plan

See “Multilingual Platforms & Strategies” above for our culturally sensitive marketing plan.

Partner-ready programs

We are excited to move forward with the partnerships we have formed with **Young Community Developers, New Community Leadership Foundation, Chinese Newcomers Service Center, Downtown Streets, Council of District Merchants**, and others, as described below.

In addition, we will look for opportunities to **sponsor community events** across the city, like Carnaval, SF PRIDE parade, Chinese Newcomers Service Center Charity Gala, and Movies in McCoppin, to support these organizations and help make Lime part of the fabric of San Francisco life.

Finally, we will establish a **Lime Hero partnership** (<https://www.li.me/donate>) with a San Francisco non-profit, as we have done in other cities we serve. Lime Hero provides riders the opportunity to round up the cost of their trip with a donation to the organization. Historically, Lime Hero organizations are focused on transportation equity, public health and/or environmental sustainability. This partnership has generated over \$100,000 dollars for local non-profits in the markets we serve.

Please see Appendix C for a list of groups we will engage with, geographically distributed throughout San Francisco.

Local Hiring

Lime has a proven track record of hiring locally and offering opportunities to individuals that have been marginalized due to their backgrounds. In our East Bay and South Bay operations, 25% of our workforce has come from the Center for Employment Opportunities, a group committed to helping formerly incarcerated individuals find work. In San Francisco, we commit to offering all work opportunities, including our community outreach ambassadors, first to individuals in the communities in which we serve.

We will execute our successful protocols for localizing hiring and expanding opportunities through the following initiatives:

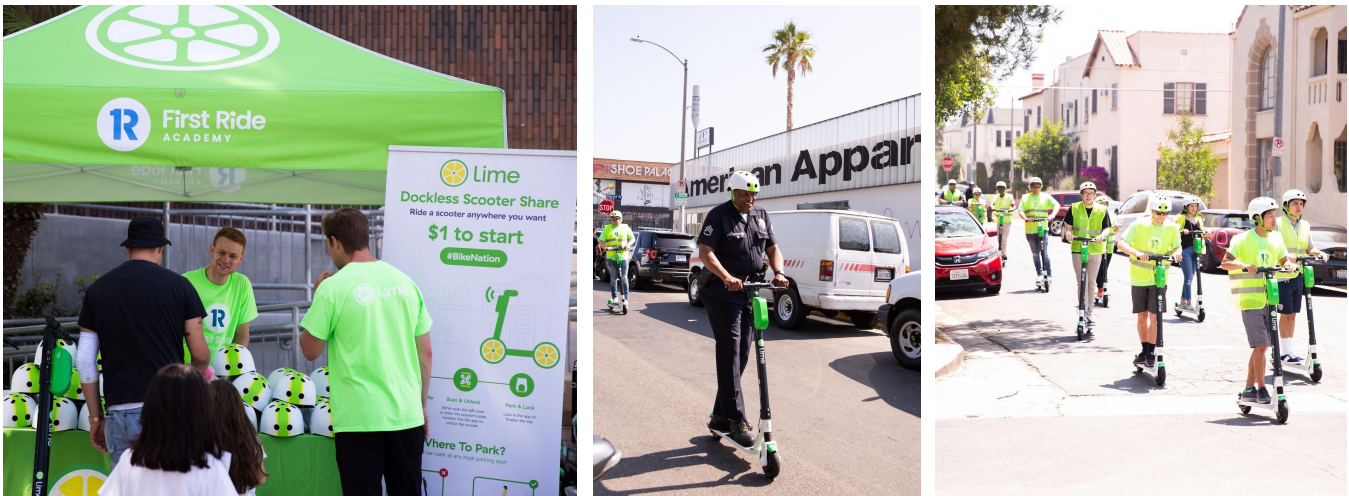
- Jobs pipeline: We will partner with YCD to build a hiring pipeline. YCD will pre-screen and provide soft skills and job readiness training to a cohort of individuals, primarily Bayview Residents, and Lime will expedite the process of hiring them for our Operations Team.
- Job posting: We will partner with workforce development organizations and provide all job postings to Center for Employment Opportunities (CEO), First Source Hiring, OEWD Neighborhood Access Points and our community partners listed below. We selected these groups because of their mission to help underserved, formerly incarcerated and homeless individuals find sustainable work opportunities.
- Growth opportunities: All staff can - and do - pursue internal growth and promotion opportunities by demonstrating commitment and excelling at their roles. Many staff members begin as processors/mechanics and move up to shift leads, for example.

Dedicated Staff: Core staff + Human Resources Hiring Manager

Partners: Young Community Developers, New Community Leadership Foundation, Downtown Streets, Chinese Newcomers Service Center. (See Appendix C for Letters of Intent)

Scooter safety courses

At least once per month, Lime will lead “First Ride” events - recurring, interactive safety sessions hosted by our local operations and public outreach teams to educate riders on best practices to safely ride and properly park a scooter. These events have already rolled



out in Sacramento, Chicago, Nashville and Paris, and we have trained hundreds of riders. In a recent study on shared mobility safety, it was noted that first time riders may have a greater risk of injury due to a lack of experience. First Ride helps to ensure they have the safest possible experience. Among our First Ride events was a [training](#) with the Los Angeles Police Department.

We will also contract with our community partners to equip them to host safety trainings in order to bring safe scooter education to the neighborhoods we serve, in a culturally relevant manner. Lime will also explore sponsoring quarterly scooter safety and education courses put on by the San Francisco Bicycle Coalition (SFBC).

Dedicated Staff: Core staff + SF Operations manager, Operations specialists

Partners: NCLF, YCD, SFBC (See Appendix C for Letter of Intent)

Culture and arts

We are working with our community partners to develop inspiring and creative initiatives that celebrate San Francisco's rich cultural heritage. We will build upon these efforts to expand to other neighborhoods. For example:

- Fillmore Cultural History Tours – to educate local young adults, families, students and groups about the rich history and culture of African Americans in Fillmore with guided tours using Lime scooters. Participants will visit historic sites in the Fillmore in an original, fun and relaxed way. Tours will begin with an introduction to safe scooter riding and will include stops at historic sites in Fillmore for storytelling and photos.
- Sponsorship of event series at the Fillmore Mini Park – Events include “Art at the Park” and “Chess at the Park.” NCLF’s events have impacted the morale of the area and helped to make the park safer, more inviting and culturally relevant. The Fillmore Mini Park has become an important gathering space that brings low-income residents, children and seniors and various cultural groups together around activities to increase enrichment, relaxation and connections, regardless of economic status. Staff will be on hand to assist attendees with signing up for Lime Access.

- Tours of Taraval – similar to the tours described above, we will hold safe scooter training sessions and tours of the Sunset district, visiting murals, steps, parks, and historic small businesses.
- Neighborhood-designed materials – We will partner to develop culturally appropriate designs for program materials and physical signage as shown in the Berlin sign campaign under Multilingual Strategies above.

Dedicated Staff: Core staff + Public Affairs Manager, Lime Ambassadors

Partners: New Community Leadership Foundation, Giving Something Back, People of Parkside Sunset (See Appendix C for Letters of Intent)

Local small business

Our [LimeHub](#) program is a way for Lime to partner with local businesses and to help drive traffic to their locations and support merchant corridors. To date, we have received interest from over 100 businesses, and we will build out this network to partner on programs, such as:

- Helmet giveaways: We are coordinating with People of Parkside Sunset (POPS), the Taraval Merchants Association, to have businesses sign up to be designated helmet giveaway spots. Lime will promote them on social media, in-app and through email communications. When riders patronize the business, they receive a free helmet. This promotion has proven popular in other markets, such as Los Angeles and Hoboken, and we are looking forward to piloting in SF. *We selected this particular merchant group in part because Taraval Street will be undergoing significant construction as part of an upcoming SFMTA project and we want to help mitigate any negative effects.*
- Small business scooter tours: As noted above, we will work with SF Council of District Merchants (CDMA) to co-host neighborhood scooter tours of merchant corridors. Participants will learn how to safely scoot while exploring local cultural and business districts.
- “Unlock San Francisco Passport”: Riders will visit designated businesses in neighborhoods across the City, get their “passport” stamped, and win a prize upon visiting all the businesses.

Dedicated Staff: Core staff

Partners: SF Council of District Merchants (CDMA), People of Parkside Sunset (POPS), Taraval Merchants Association (See Appendix C for Letter of Intent.)

I. Data-Sharing End Point

We have emailed SFMTA with the data sharing end-point information.

J. Experience & Qualifications

1) Describe your qualifications to operate a Powered Scooter Share program.

Founded in January 2017, Lime is headquartered here in San Francisco. We are the largest and most experienced micromobility company globally, operating in 100+ cities in over 25 countries across five continents. Our riders have taken more than 75 million trips, covering almost 90 million miles--enough to travel to the moon 355 times. Our real qualifications, however, are best conveyed by our riders, Operations Team, and the cities we serve.

Our Oakland rider David J. uses scooters help him connect with public transit and reduce car trips:

I was born in SF but now live in Oakland. I take the Transbay bus to work but there is no good muni route from the terminal to my new office. If I continue not to be able to find scooters near the terminal due to city limitations I may have to start driving which is vastly more burdensome to city infrastructure.

Luis C., one of our San Jose mechanics, shared how working for Lime is improving his opportunities:

As a full-time student, Lime has created an opportunity for me to work as a mechanic and still be able to go to school. I would not be able to pay my bills and attend school if I had another hourly job instead of one at Lime.

If we receive a permit, we will add 30–40 Operations Team members in San Francisco.

Los Angeles City Council Member Joe Buscaino (15th District) appreciates the responsiveness of our local Operations Team and engagement with his constituents:

Lime[] has been an impeccable city partner...From their headquarters in San Mateo, California, to their locally hired and extremely responsive operations team here in Los Angeles, the company has listened, adapted, and grown with the needs of the community. This includes everything from...redistribution and rapid equipment maintenance to community-focused events like our Watts Ride and equitable pricing for low income families.

Brendan Blankenagel, Senior Engineer, Integrated Capital Management, City of Spokane, WA notes our fleet management and willingness to respond to issues that arise:

Fleet organization was invitingly clean each morning...Lime was responsive to parking issues that arose, and adjusted their program to implement parking changes that were necessary. Lime was also responsive to community events...The well-running program from Lime allowed us to focus on drawing feedback from the community, rather than having to over-manage the operator.

Finally, we pride ourselves on our diverse leadership. **58%--7 out of 12--members of our Executive Leadership Team, are women and people of color.** Notably, our Chief Technology Officer and General Counsel are women. **100% of our San Francisco Operations Leadership are women and 100% of the members of our Global Public Policy and Safety Advisory Board are women or people of color.**

2) If you have operated a shared scooter service in...another similarly dense, urban North American city, provide a list of each city in which you have operated, describe how you complied with applicable laws.

Lime has extensive experience operating highly regulated and permitted shared mobility programs across North America. These programs can be found in the table below, along with corresponding fleet size, service area, and service duration. A list of all of the cities that Lime serves is available at www.lime.com/locations.

City, State ⁷	Current Approximate Fleet Size	Service Duration	Time to deploy to maximum permitted fleet	Average daily fleet size in first 6 months	Total trips during first 6 months
Oakland, CA	1,000	7/23/2018 - Present	Immediately	1,400	> 600,000
Austin, TX	3,800	4/16/2018 - Present	Immediately	750	> 900,000
Los Angeles, CA	5,500	3/29/2018 - Present	Immediately	1,000	> 450,000
Denver, CO	685	5/25/2018 - Present	Immediately	325	> 300,000
Baltimore, MD	800	9/3/2018 - Present	Immediately	645	> 359,000
Chicago, IL	250	6/5/2019 - Present	Immediately	250	> 65,000
Dallas, TX	2,000	7/2/2018 - Present	Immediately	1,400	> 600,000
Minneapolis, MN	850	7/23/2018 - Present	Immediately	150	> 125,000

City, State	City Reference	Permit Fees Paid On Time	# of Citations Received and Time of Payment	Service Suspension and Reason
Oakland, CA	Kerby Olsen, Shared Mobility Coordinator Oakland Dept. of Transportation	Yes	None	None
Austin, TX	Jason Redfern, Parking Enterprise Manager Austin Transportation Dept.	Yes	None	None
Los Angeles, CA	Jose Elias, Bike Share Program Manager Los Angeles Dept. of Transportation	Yes	One ⁸	None
Denver, CO	Nicholas Williams, Deputy Chief of Staff Denver Public Works	Yes	None	None
Baltimore, MD	Meg Young, Shared Mobility Coordinator Baltimore Dept. of Transportation	No	None	None
Chicago, IL	Isaac Reichman, Policy Analyst, Chicago Dept. of Business Affairs & Consumer Protection	Yes	None	None
Dallas, TX	Towfiq Khan, Executive Manager	Yes	None	None
Minneapolis, MN	Joshua Johnson, Advanced Mobility Manager	Yes	None	None

⁷ We have a permit to operate in each city where required.

⁸ We have provided LADOT with evidence of our compliance and we expect positive resolution next week.

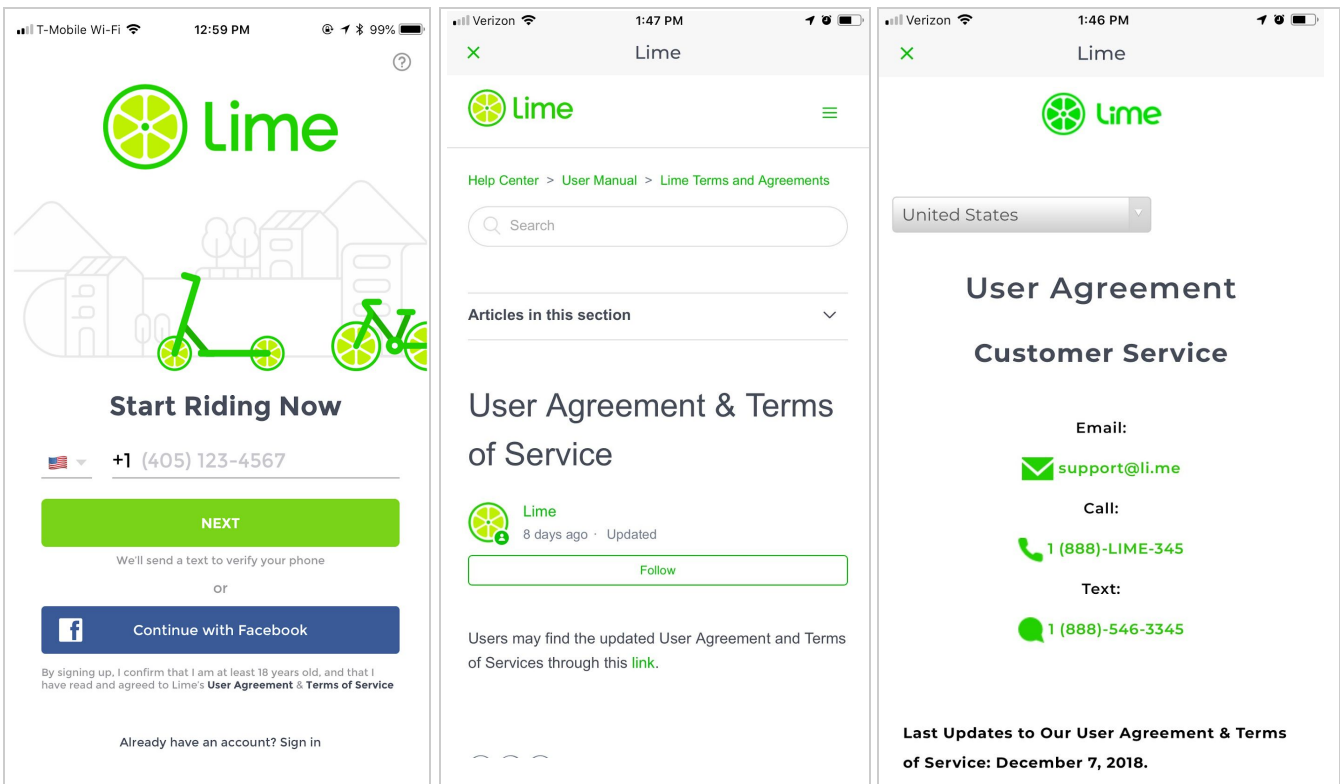
K. Privacy Policy, User Agreements & Terms of Service

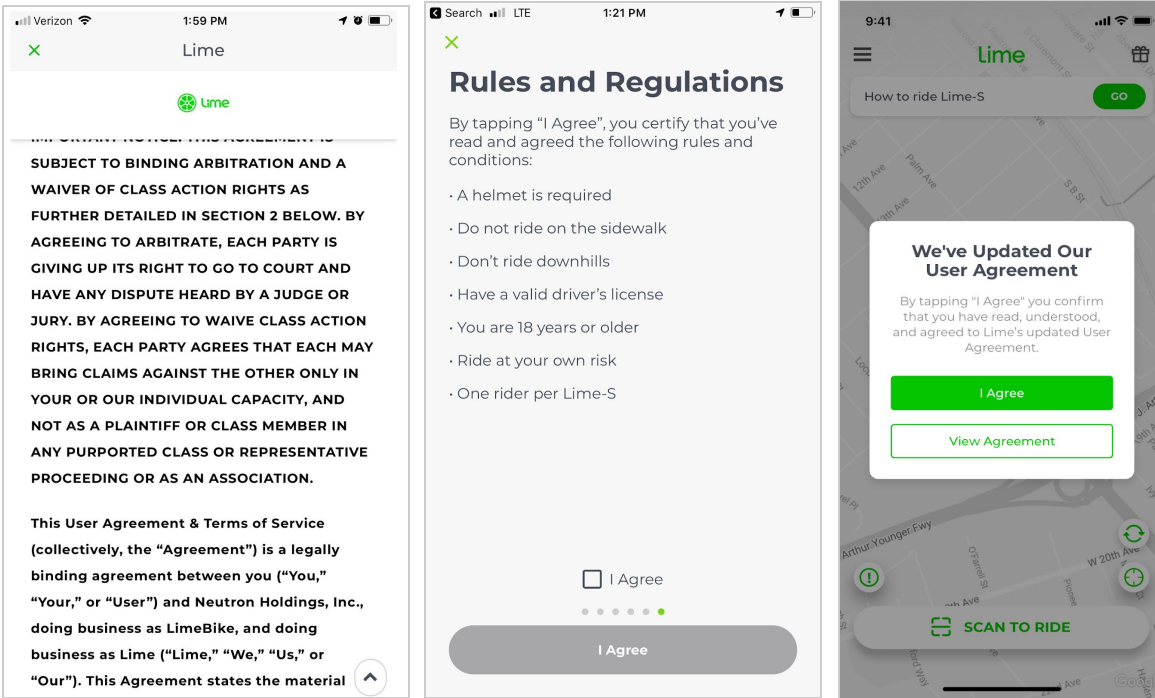
1) Provide any privacy policies, user agreements, and/or terms of service in plain text (and a searchable electronic format) for review.

The full text of our Privacy Policy can be found in Appendix E below, and complies with all current and applicable Federal and state privacy laws. As the CCPA does not go into effect until January 1, 2020, our attorneys are currently working on our CCPA compliant Privacy Policy. We will provide it to SFMTA well in advance of the January 1 deadline. We are in the process of updating our User Agreement (which includes our Terms of Service) and have included a full text of the updated policy in Appendix E. We will launch our updated User Agreement shortly.

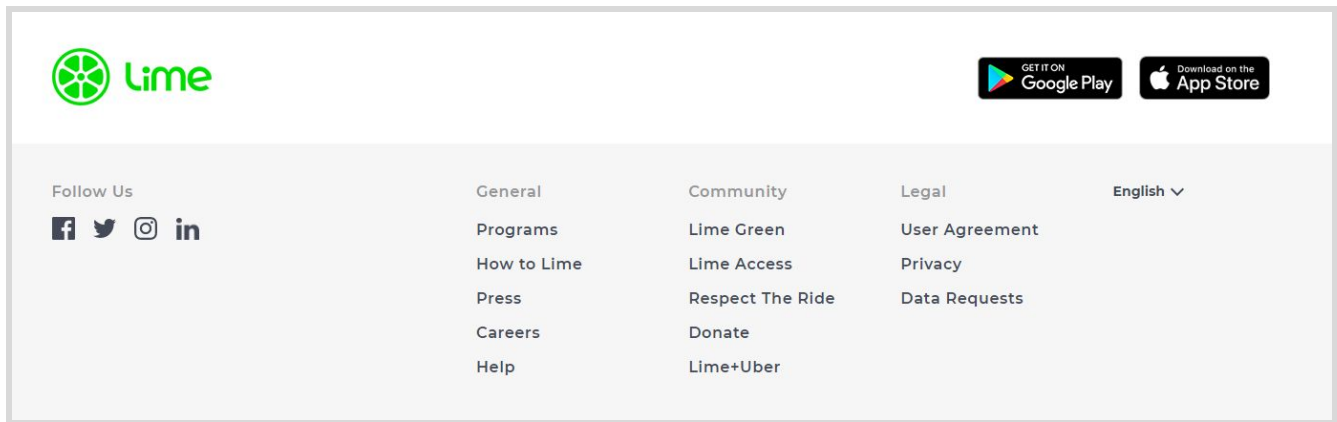
2) Provide screen shots of all locations where these provisions would be shared with customers, including the method for obtaining user acknowledgement/agreement.

Below are screenshots of where this language is shared with customers, as well as where and how Lime obtains user acknowledgment and agreement.






These policies can also be found on our website at www.li.me/user-agreement and www.li.me/privacy. Below is a screenshot of where users can access it from our website.




Riders can also contact our support team to receive a copy of any of these agreements. See below for an image of our User Agreement and Terms of Service as accessible on the website along with channels by which to request a copy if needed.





United States

User Agreement

Customer Service

Email:
 support@li.me

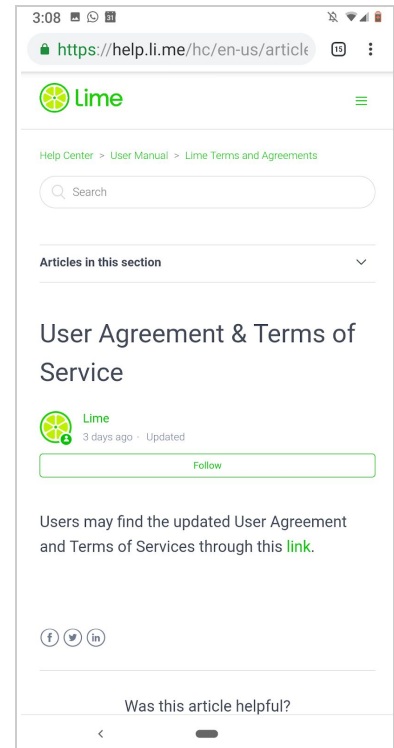
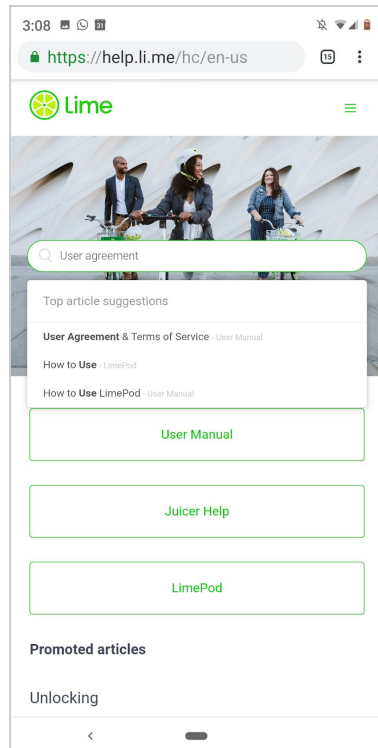
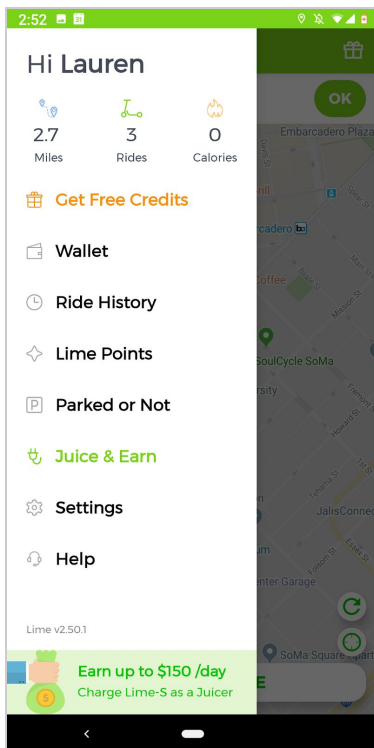
Call:
 1 (888)-LIME-345

Text:
 1 (888)-546-3345

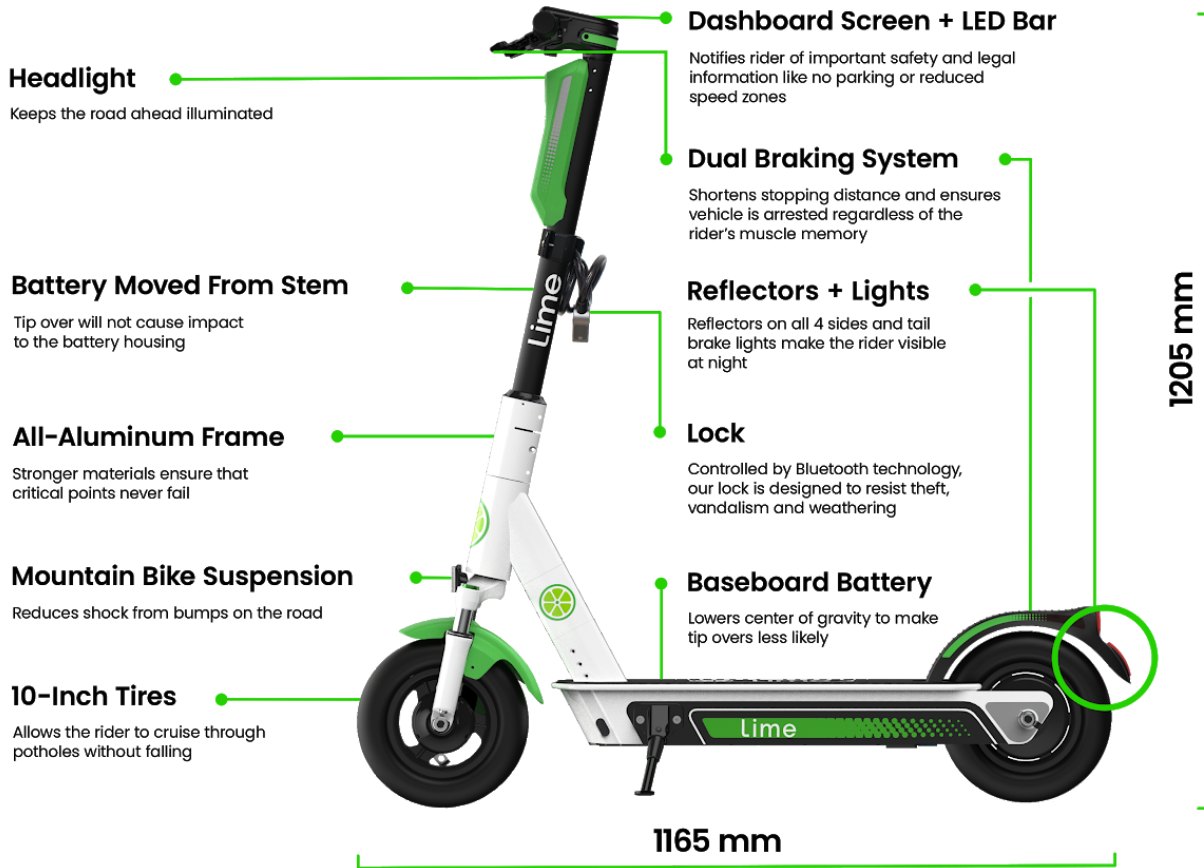
Last Updates to Our User Agreement & Terms of Service: December 7, 2018.

PLEASE READ EACH PROVISION OF THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY

Our Privacy Policy and User Agreement are also available via the mobile app. To navigate to either, the user clicks on their profile icon, then “Help”, then can search for either the Privacy Policy or User Agreement & Terms of Service.



L. Images & Description of Powered Scooter



Lime-S Gen 3 features 10" wheels, improved suspension, aluminum framing, dual-wheel braking, a 2.8" digital display, and a host of other features that make it the safest, most sustainable shared scooter available on the market. The Lime-S Gen 3 also provides on-scooter information to users thanks to its large color LCD screen, allowing us to better influence parking and riding behavior.



About the lock:

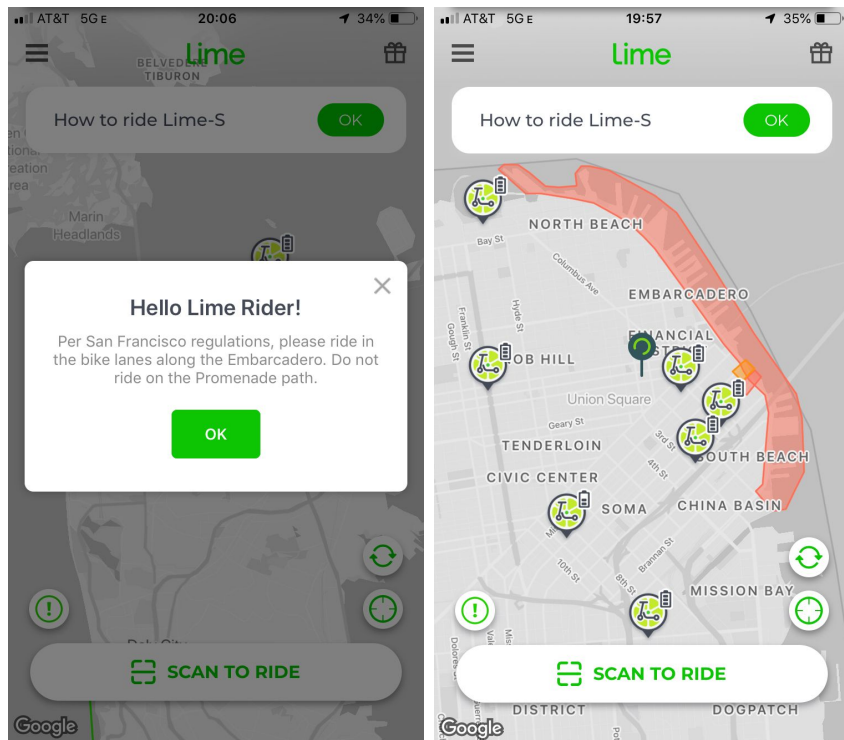
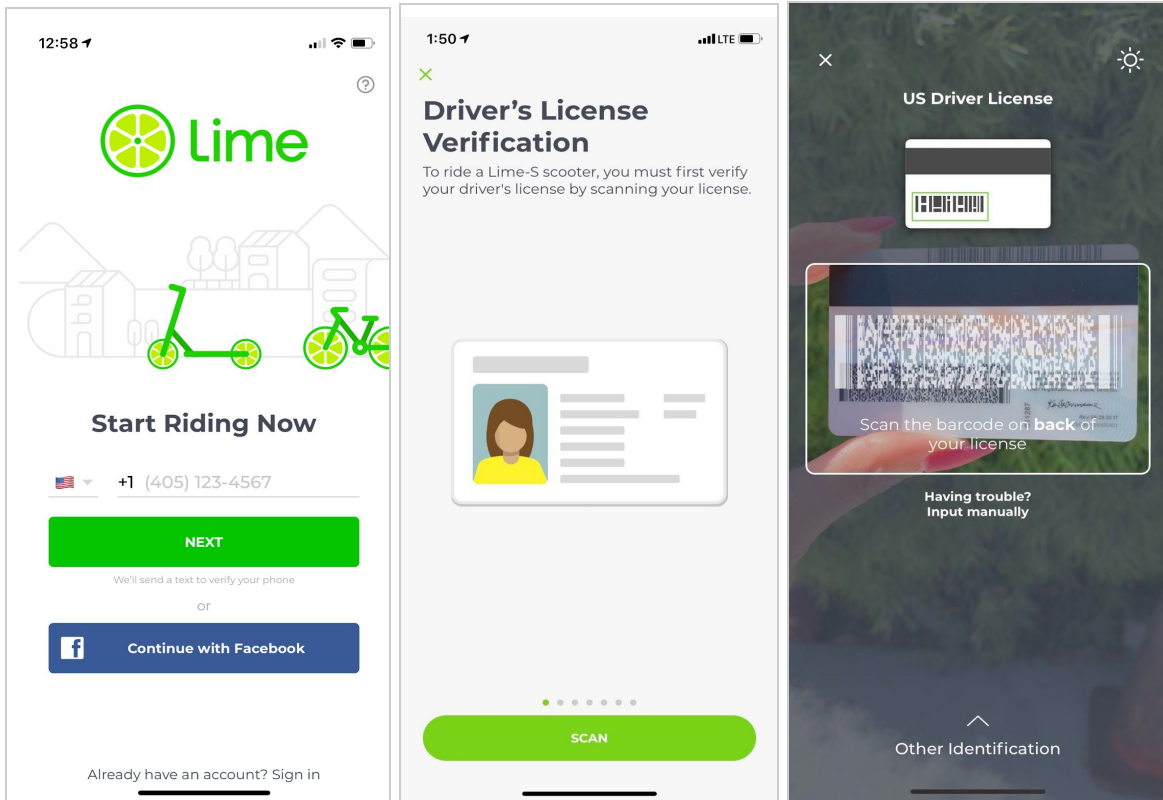


Our system controls the lock with Bluetooth technology. Only when a rider scans the QR code to start a ride and unlock the scooter does our system release the cable lock. At this point, the rider detaches the cable and removes the scooter from the bike rack.

Our lock is designed to resist theft, vandalism and weathering. It is constructed from a steel cable protected with a PVC rubber sleeve. The lock body is made from 6061 aluminum alloy. It is IP66 waterproof.

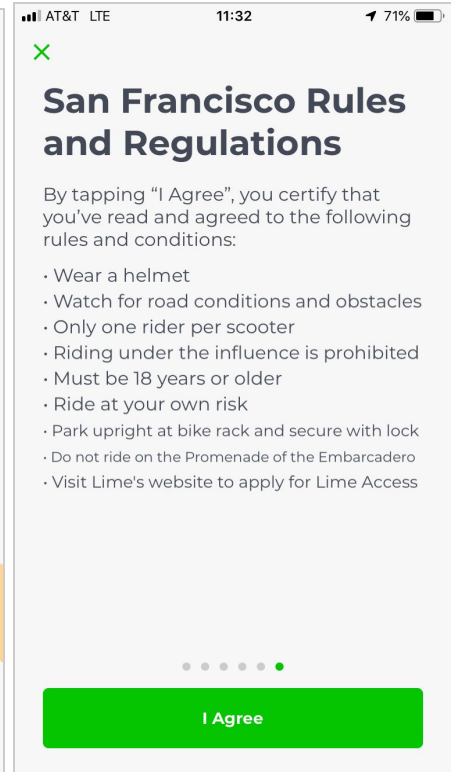
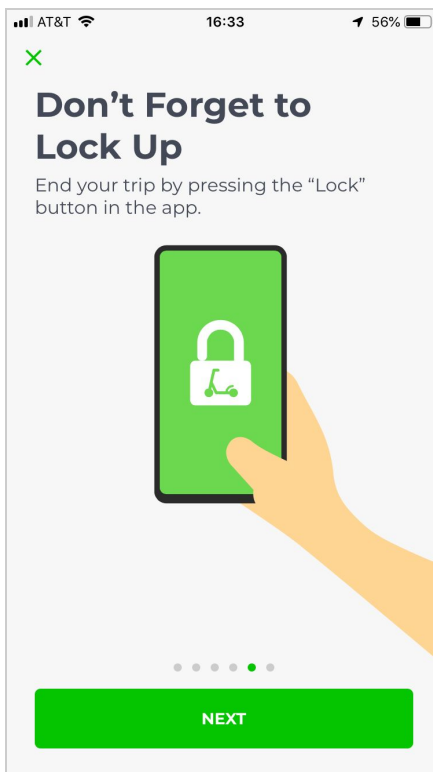
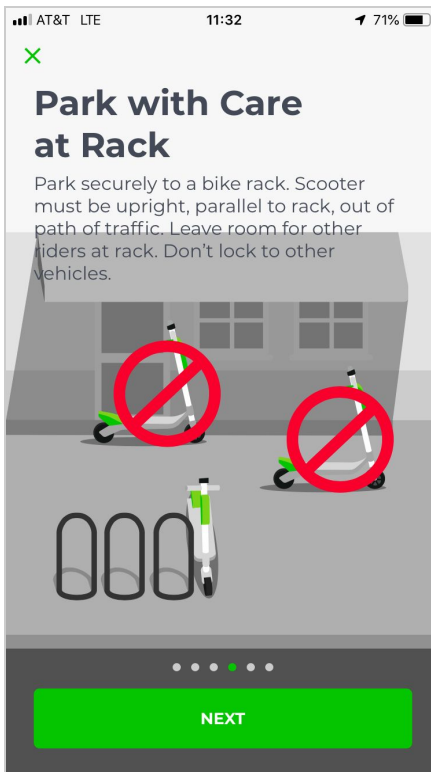
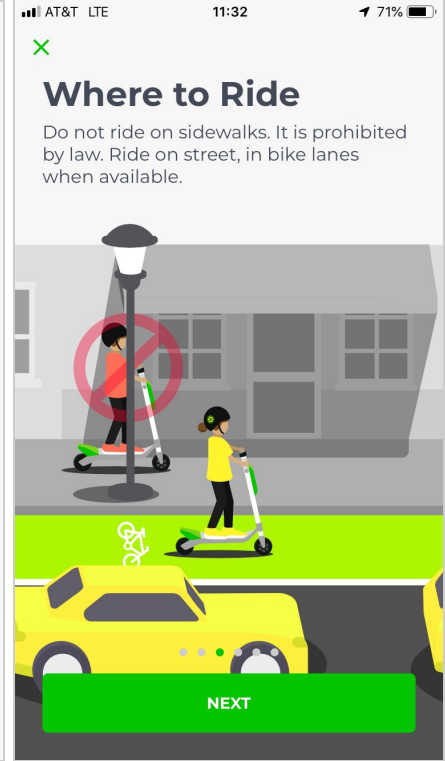
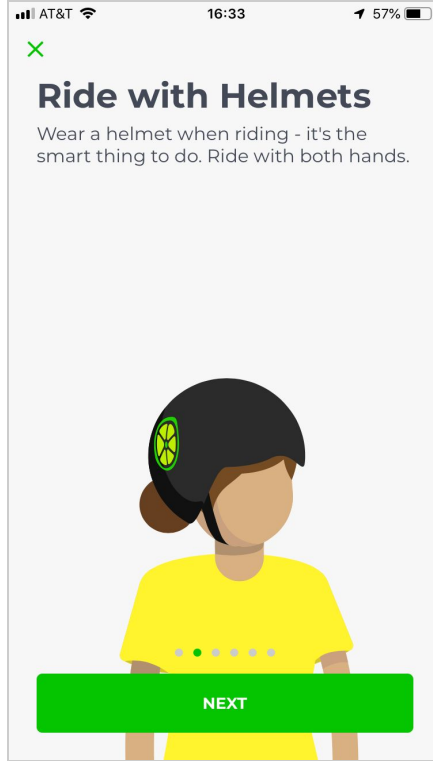
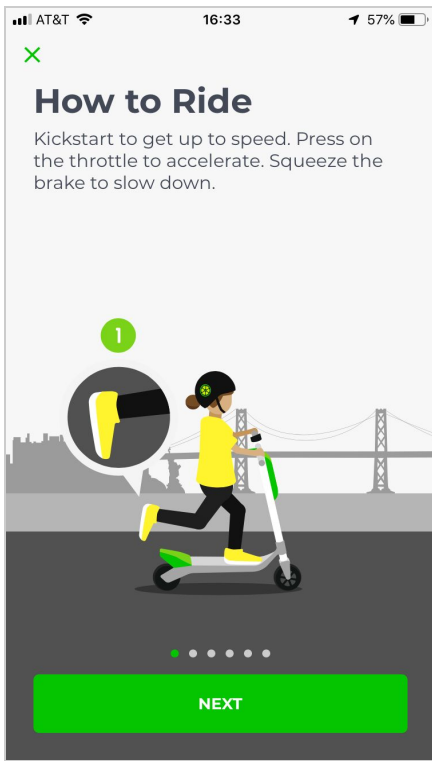
M. Images & Descriptions of Mobile Application

To use our scooters, a rider downloads the Lime app and sets up an account. They establish their identity using either their phone number or Facebook login. They scan their ID to confirm compliance with California law that they have a driver's license and our requirement that they are over 18.

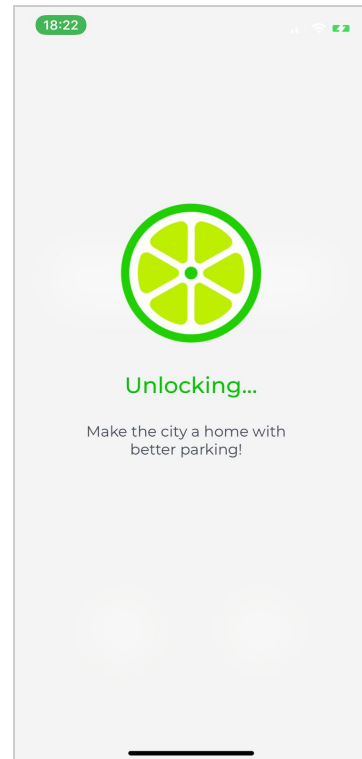
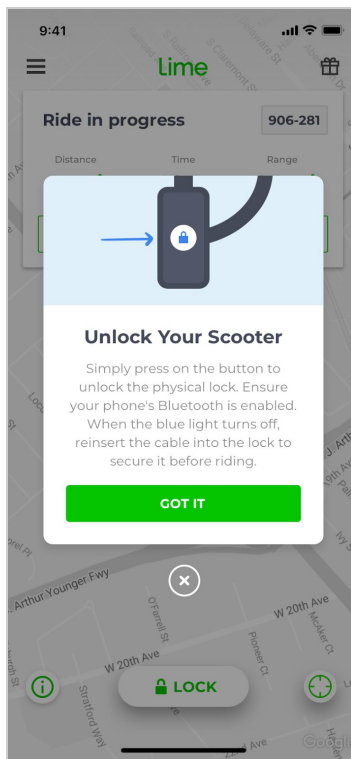
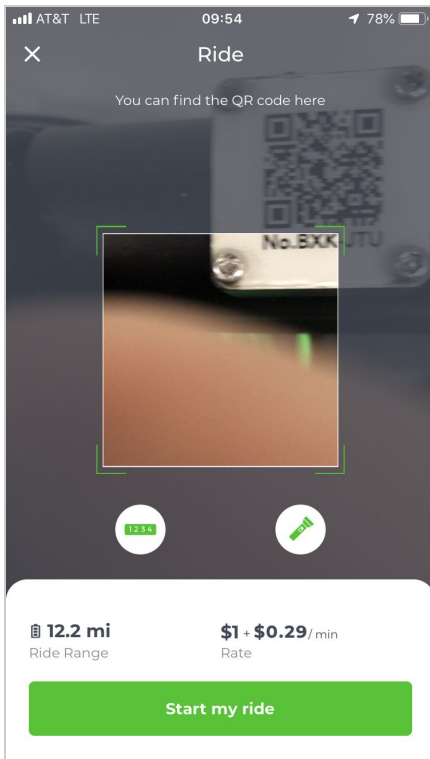
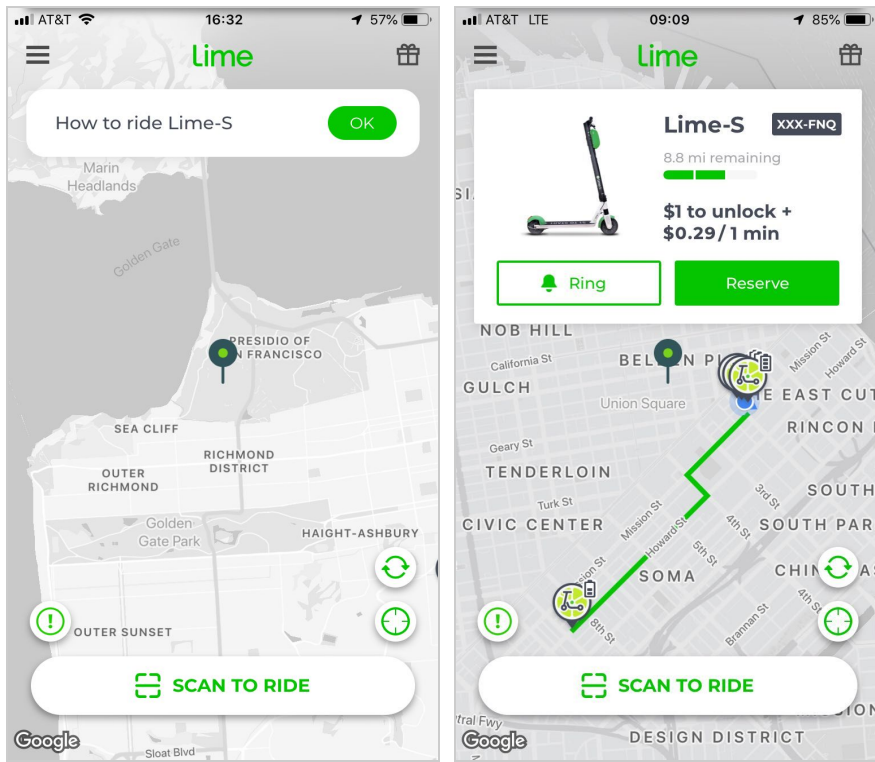


**Embarcadero
Messaging:**

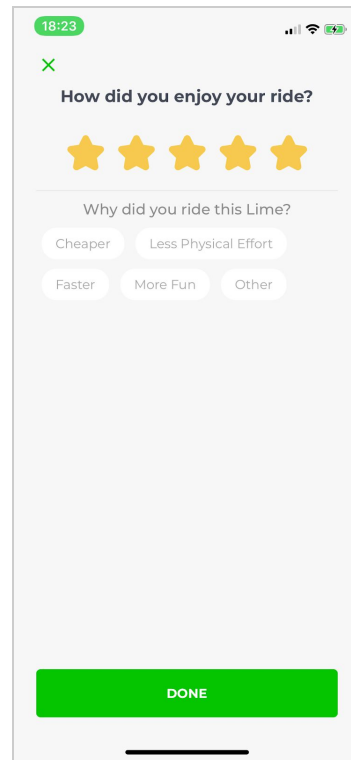
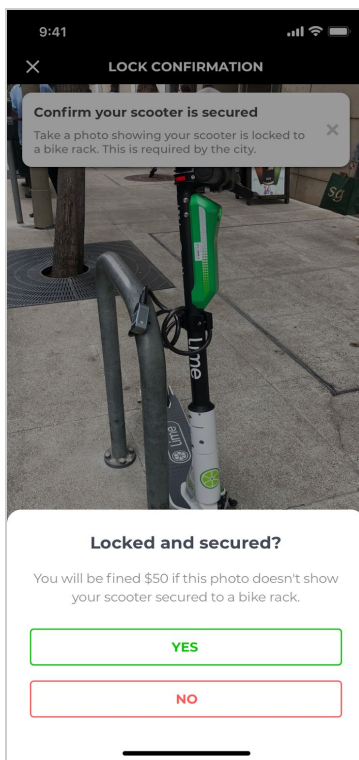
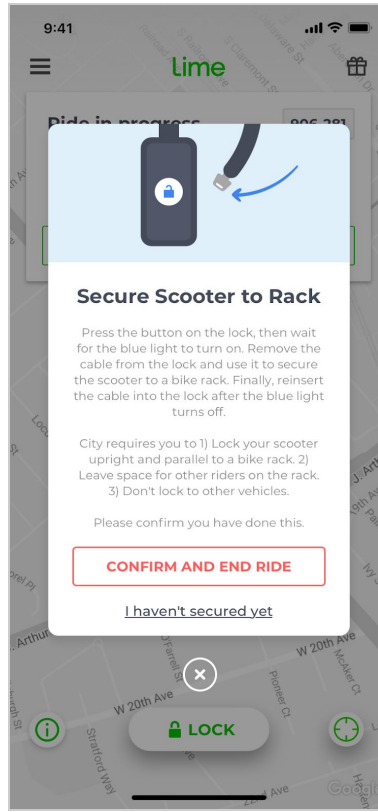
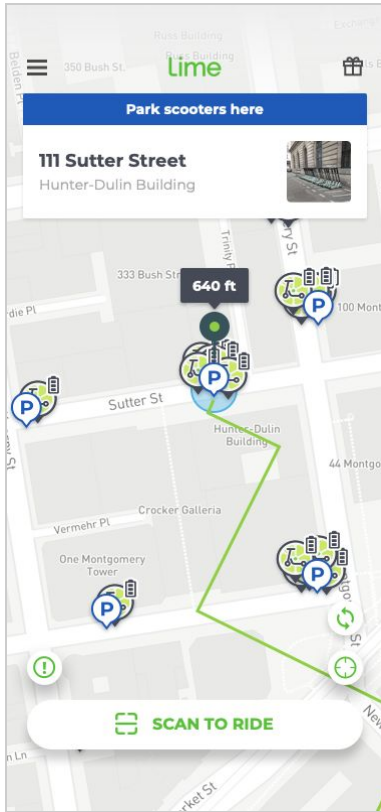
After completing signup, riders go through a short animated tutorial on safe riding and using the locking mechanism, as pictured below.



After completing the tutorial, the rider uses the app to locate available scooters nearby. Once the rider arrives at a scooter on the street, they scan a QR code on the handlebars to start the ride. Then they detach the cable from the bluetooth lock and remove the scooter from the bike rack. The scooter plays a cheerful musical tune to indicate it is unlocked and



The rider starts riding. When they reach their destination they use the app to find parking locations. Once they start the parking process--by tapping on the "Lock" button shown below--they are notified they must park at a bike rack. Lastly, they must take a picture of the scooter locked to a bike rack and confirm that the scooter is parked responsibly and legally.



N. Proof of Insurance

In advance of being issued a permit, Lime will provide proof of insurance that meets the requirements set forth in the SFMTA Powered Scooter Share Program Permit Application, Appendix B, Insurance and Indemnification Requirements.

APPENDIX A. CERTIFICATIONS

Note: Due to length, we have only included the first and last pages of our 2272 Certification here. The complete document was sent as an attachment to SFMTA with the emailed copy of Lime's application, and included in the printed copies.



ACT Lab LLC 3280 East 59th Street, Long Beach, CA 90805 • Tel 562.470.7215 • Fax 562.470.7220 • www.act-lab.com

SAFETY AND COMPLIANCE TESTING FOR LIME

Tested Sample(s)	: E-Scooter
Brand	: Lime
Model	: Gen 3
Color	: White/Green
Size	: Not Specified
Stock / Model Number	: Not Specified
Country of Origin	: Not Specified
Age Grading	: 18+ years
Children's Product	: No

Prepared For:

Lime
85 2ND Street
San Francisco, CA 94105



Issue Date: 19 August 2019

Final Report: 1270.03315.001

This document shall not be reproduced except in full without written approval from ACT Lab LLC.



This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer joint ISO-ILAC-IAF Communiqué dated January 2009.) The Joint Communiqué is available on publications and resources page of the ILAC website at <http://www.ilac.org>. Accreditation listing and certificate can be found at <http://www.iasonline.org>.

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Control Document Rev. 24 June 2019

Technician: Matthew Bremner



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CONCLUSION

1270.03315.001 – Lime, E-Scooter (White/Green), (181A43KLS9011311924)		
Purpose of Test -	Result	Comment
Each test performed is intended to check compliance with the following:		
CVC 21223 – California Vehicle Code, VEH, Division 11, Rules of the Road, Chapter 1, Obedience to and Effect of Traffic Laws, Article 5, Operation of Motorized Scooters, Section 21223	C	
CVC 21235 – California Vehicle Code, VEH, Division 11, Rules of the Road, Chapter 1, Obedience to and Effect of Traffic Laws, Article 5, Operation of Motorized Scooters, Section 21235	C	

President,

John A. Bogler

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SAMPLE IDENTIFICATION

Brand:	Lime	Job No.:	1270.03315
Model:	Gen 3	Sample ID:	1270.03315.001
Manufacturer:	Not Specified	Type:	E-Scooter
Model No.:	Not Specified	Material:	Not Specified
Stock No.:	Not Specified	Size:	Not Specified
UPC:	Not Specified	Color(s):	White/Green
Serial No.:	181A43KLS9011311924	Weight (kg):	25.2
Serial No.:	Listed Above	Country of Origin:	Not Specified



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DATE AND PLACE OF TEST

Sample(s) received on : 13 August 2019
 Testing was initiated on : 13 August 2019
 Testing was completed on : 16 August 2019
 Testing was performed at : ACT Lab LLC
 Long Beach, CA

TEST METHODS

Method for each test conducted is as follows:

- California Vehicle Code, VEH, Division 11, Rules of the Road, Chapter 1, Obedience to and Effect of Traffic Laws, Article 5, Operation of Motorized Scooters, Section 21223
- California Vehicle Code, VEH, Division 11, Rules of the Road, Chapter 1, Obedience to and Effect of Traffic Laws, Article 5, Operation of Motorized Scooters, Section 21235

TEST RESULTS

<p>C: Compliant; Product meets specified standard NC: Non-Compliant; Product does not meet specified standard NA: Not Applicable to this design NR: Not Requested by the Applicant NP: Not Present</p>	<p>ND: None Detected IC: Inconclusive NT: Not Tested FTR: Further Testing Recommended PPM: Parts Per Million *: See Comments</p>
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CVC 21223 Motorized Scooters

CVC 21223			
Ref. #	Test Description	Result	Observations and Notes
21223	Operation Requirements		
(a)	Every motorized scooter operated upon any highway during darkness shall be equipped with the following:	C	
(a)(1)	Except as provided in subdivision (b), a lamp emitting a white light which, while the motorized scooter is in motion, illuminates the highway in front of the operator and is visible from a distance of 300 feet in front and from the sides of the motorized scooter.	C	
(a)(2)	Except as provided in subdivision (c), a red reflector on the rear that is visible from a distance of 500 feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle.	C	
(a)(3)	A white or yellow reflector on each side visible from the front and rear of the motorized scooter from a distance of 200 feet.	C	
(b)	A lamp or lamp combination, emitting a white light, attached to the operator and visible from a distance of 300 feet in front and from the sides of the motorized scooter, may be used in lieu of the lamp required by paragraph (1) of subdivision (a).	C	
(c)	A red reflector, or reflectorized material meeting the requirements of Section 25500, attached to the operator and visible from a distance of 500 feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle, may be used in lieu of the reflector required by paragraph (2) of subdivision (a).	C	

CVC 21235 Motorized Scooters

CVC 21235			
Ref. #	Test Description	Result	Observations and Notes
21235	The operator of a motorized scooter shall not do any of the following:		
(a)	Operate a motorized scooter unless it is equipped with a brake that will enable the operator to make a braked wheel skid on dry, level, clean pavement.	C	

END OF REPORT

Contract File No.: 1270.03315.001
 T:\ACT Testing\Time - 1270.03315
 Control Document Rev. 24 June 2019

Technician: Matthew Bremner

UL 2272 (Entire 52 page report attached to application)



LISTING REPORT/INSPECTION PROCEDURE

Neutron Holdings, Inc.
PROJECT NUMBER: SZ-CERT190400557

Page 1 of 52
Issued: 16 Apr. 2019
Revised: 06 May. 2019

620 Old Peachtree Road NW, Suite 100, Suwanee, GA 30024 USA (770) 570-1800

Test Report Number: SZES181200055562

A representative sample of the product covered by this report has been evaluated and found to comply with the applicable requirements of Standard for safety of Electrical Systems for Personal E-Mobility Devices, ANSI/CAN/UL-2272:2016, 1st Edition, dated November 21, 2016.

This report supersedes and replaces previous copies of report number SZES181200055561.

Issuing Laboratory	SGS-CSTC Standards Technical Services Co., Ltd. Shenzhen Branch
Address.....	No. 1 Workshop, M-10, Middle Section, Science & Technology Park, Shenzhen, Guangdong, China 518057
Applicant (Certificate Holder)	Neutron Holdings, Inc.
Address.....	85 2 nd St, 94105, San Francisco, California, United States of America
Contact Details	Burning Lin Phone: +86-13424199598 Email: bintao.lin@li.me
Manufacturer	Neutron Holdings, Inc.
Address.....	85 2 nd St, 94105, San Francisco, California, United States of America
Contact Details	Burning Lin Phone: +86-13424199598 Email: bintao.lin@li.me
Factory 1	Dongguan Honglin Industrial Co., Ltd.
Address.....	Southern China Industrial Park, Liaobu Town, Dongguan, Guangdong, China
Contact Details	Burning Lin Phone: +86-13424199598 Email: bintao.lin@li.me

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LISTING REPORT/INSPECTION PROCEDURE

Neutron Holdings, Inc.
PROJECT NUMBER: SZ-CERT190400557

Page 2 of 52
Issued: 16 Apr. 2019
Revised: 06 May. 2019

Product Type	Personal E-mobility Device (Product name: Electric Scooter)
Trade Mark	Lime
Product description	Battery type: <input checked="" type="checkbox"/> Lithium <input type="checkbox"/> Lead-acid <input type="checkbox"/> Nickel <input type="checkbox"/> self-balancing <input checked="" type="checkbox"/> not self-balancing <input checked="" type="checkbox"/> Provided with handle for grasping while riding
Model Number(s)	Lime-S 3.0
Model Differences	N/A
Electrical Ratings	Nominal Voltage: 36 Vd.c. Rated Capacity: 15900 mAh or 12800 mAh
Other Ratings	Max. weight 100 kg Max. speed 24 km/h
Accessories	Battery Charger: Model LI-1204200300A655NA-xy (x=0-9, A-Z and y=0-9, A-Z for marketing purpose), manufactured by SHENZHEN AMC TECHNOLOGY CO., LTD.; Input: 100-240Va.c., 50/60Hz, 2A; Output: 42Vd.c., 3A; UL listed (E502321)
Testing Laboratory	SGS-CSTC Standards Technical Services Co., Ltd. Shenzhen Branch
Address	No. 1 Workshop, M-10, Middle Section, Science & Technology Park, Shenzhen, Guangdong, China 518057
Date of receipt of test item	2019-04-17 (Original receipt date: 2018-12-14)
Date(s) of performance of tests	2019-04-18 to 2019-04-28 (Original test date: 2018-12-17 to 2019-02-01)
Conditions of Acceptability	N/A

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LISTING REPORT/INSPECTION PROCEDURE

Neutron Holdings, Inc.
PROJECT NUMBER: SZ-CERT190400557

Page 49 of 52
Issued: 16 Apr. 2019
Revised: 06 May. 2019

SUMMARY OF TEST RESULTS

The following tests were performed:

Standard for safety of Electrical Systems for Personal E-Mobility Devices, ANSI/CAN/UL-2272:2016, 1st Edition, dated November 21, 2016.

<u>Section</u>	<u>Test Description</u>
24	Overcharge
25	Short Circuit
26	Overdischarge
27	Temperature
28	Imbalanced Charging
33	Vibration
34	Shock
35	Crush
36	Drop
37	Mold Stress Relief
38	Handle Loading
39	Motor Overload
40	Motor Locked Rotor
42.1	IPX4 (Water Exposure Test)
42.2	Partial Immersion (Water Exposure Test)
43	Thermal Cycling
44	Label Permanence
17.2 (UL2580 16.2,SHORT CIRCUIT TEST exception 2)	
17.2 (UL2580 16.2,CRUSH TEST exception 3)	

Standard for tests for Safety-Related Controls Employing Solid-State Devices, UL 991, Third Edition, Dated October 22, 2004

<u>Section</u>	<u>Test Description</u>
11	Power Supply Voltage Dips and Short Interruption Test
12	Transient Overvoltage Test
13	Voltage Variation Test
14	Electromagnetic Susceptibility Tests
15	Electrostatic Discharge Test
17	Test for Effects of Shipping and Storage
18	Thermal Cycling Test
19	Humidity Test
22	Jarring Test

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LISTING REPORT/INSPECTION PROCEDURE

Neutron Holdings, Inc.
PROJECT NUMBER: SZ-CERT190400557

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Issued: 16 Apr. 2019
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The following tests were performed on Interface board only:

Standard for Safety for Information Technology Equipment - Safety - Part 1: General Requirements, UL 60950-1, Second Edition, Dated March 27, 2007, Revised October 14, 2014

<u>Section</u>	<u>Test Description</u>
4.2.4	Steady force test (250 N)
4.2.5	Impact test
4.2.7	Stress relief test
4.3.8	Batteries
4.5.2	Normal heating test
5.3	Abnormal operating and fault conditions test

The following tests were performed on Electric Scooter with Alternative battery pack Lime-S 3.2:

Standard for safety of Electrical Systems for Personal E-Mobility Devices, ANSI/CAN/UL-2272:2016, 1st Edition, dated November 21, 2016.

<u>Section</u>	<u>Test Description</u>
27	Temperature
33	Vibration
34	Shock
36	Drop

Results of the tests indicate the specimens conform to the test criteria that were found to be applicable.

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LISTING REPORT/INSPECTION PROCEDURE

Neutron Holdings, Inc.
PROJECT NUMBER: SZ-CERT190400557

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Issued: 16 Apr. 2019
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REVISION TABLE

The following changes have been made to this Report:

<u>Date</u>	<u>Project #</u>	<u>Revision prepared by</u>	<u>Page</u>	<u>Description of Change</u>
06 May. 2019	SZES19 040118 59BA	Sara Wang	1,2,6, 25-27, 29-33, 38,46, 47,50	Revision Updated Contact Email to "bintao.lin@li.me"; Added alternative battery pack Lime-S 3.2, which use same battery cell, protection circuit and mechanical configuration as Lime-S 3.0, only different on 1) Cell configuration changed from 10S5P to 10S4P; 2) Addition of Temperature switch; 3) Slight change of PCB layout and non-safety-critical components.

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QSF27-1-13 Rev 1.2 Rev date: March 14, 2018

Issue 11-24-08



LISTING REPORT/INSPECTION PROCEDURE

Neutron Holdings, Inc.
PROJECT NUMBER: SZ-CERT190400557

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Issued: 16 Apr. 2019
Revised: 06 May. 2019

CONCLUSION

Samples of the products covered by this Report have been found to comply with the applicable requirements of Standard for safety of Electrical Systems for Personal E-Mobility Devices, ANSI/CAN/UL-2272:2016, 1st Edition, dated November 21, 2016.

Report Prepared by:

Sara Wang
Evaluator

Report Approved by:

Jerry Xiao
Certification Reviewer

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To: Neutron Holdings, Inc.
Attn: Mr. Lin Bintao

Issued date: Aug. 21, 2019

Re: Project status letter – Lime-S 3.0 UL2271 battery pack Listing

Product : Battery pack for Electric Scooter
Model : Lime-S 3.0
Ref. Job No. : SZES1908015028BA
Remark : --

Dear Mr Lin

Highly appreciates your interests on SGS service!
Pls. kindly be noted individual approval project for the battery pack to UL2271 has been formally opened in our lab at 2019-08-19, and associated job No. SZES1908015028BA. According to our internal schedule, the estimated completion date will be at 2019-09-06.

Please feel free to let us know if you have further question.

Best regards,


Jerry Xiao
Senior Project Manager
Safety Laboratory

SGS-CSTC Shenzhen



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Attention: To check the authenticity of testing/inspection report & certificate, please contact us at telephone: (86-755) 8307 1443, or email: CN.Doccheck@sgs.com
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中国·深圳·科技园中区M-10栋一号厂房 邮编: 518057 t (86-755) 26012053 f (86-755) 26710594 sgs.china@sgs.com

Member of the SGS Group (SGS SA)

APPENDIX B. LIME ACCESS

Through our Lime Access program⁹, we work diligently to ensure that everyone has access to Lime regardless of financial or technical limitations. In San Francisco, Lime Access offers unlimited 30-minute Lime-S electric scooter rides for just \$5/year, text-to-unlock capability and a cash payment option.

- Recipients of any federal, state or local subsidies can participate in Lime Access.
- We have a dedicated phone number that users can text to automatically unlock a scooter as well as find out information about their account such as their balance, safety tips, and how to reach our Customer Service department.
 - The riders simply texts "Unlock Scooter XXXXXX" to the number, and the product unlocks.
 - The rider can also text commands such as "Help" or "Account" in order to get Customer Service information or find out their account balance.
 - The first time a rider uses text-to-unlock, they are prompted to agree to our user agreement and privacy policy.
- Unbanked individuals or those without credit cards can load money into an account in small increments through our partnership with [PayNearMe](#).
 - Once qualified for Lime Access, riders will receive a PayNearMe payment code.
 - To complete payment they simply take their PayNearMe payment code to any of the more than 27,000 participating payment locations, show the payment code to the clerk, and pay with cash.

To qualify for Lime Access, users simply demonstrate eligibility or participation in any federal, state or local-level assistance

⁹ More information about Lime Access, including application materials, can be found at <https://www.li.me/community-impact>.



Print personal account barcode



Take barcode to any PayNearMe partner store



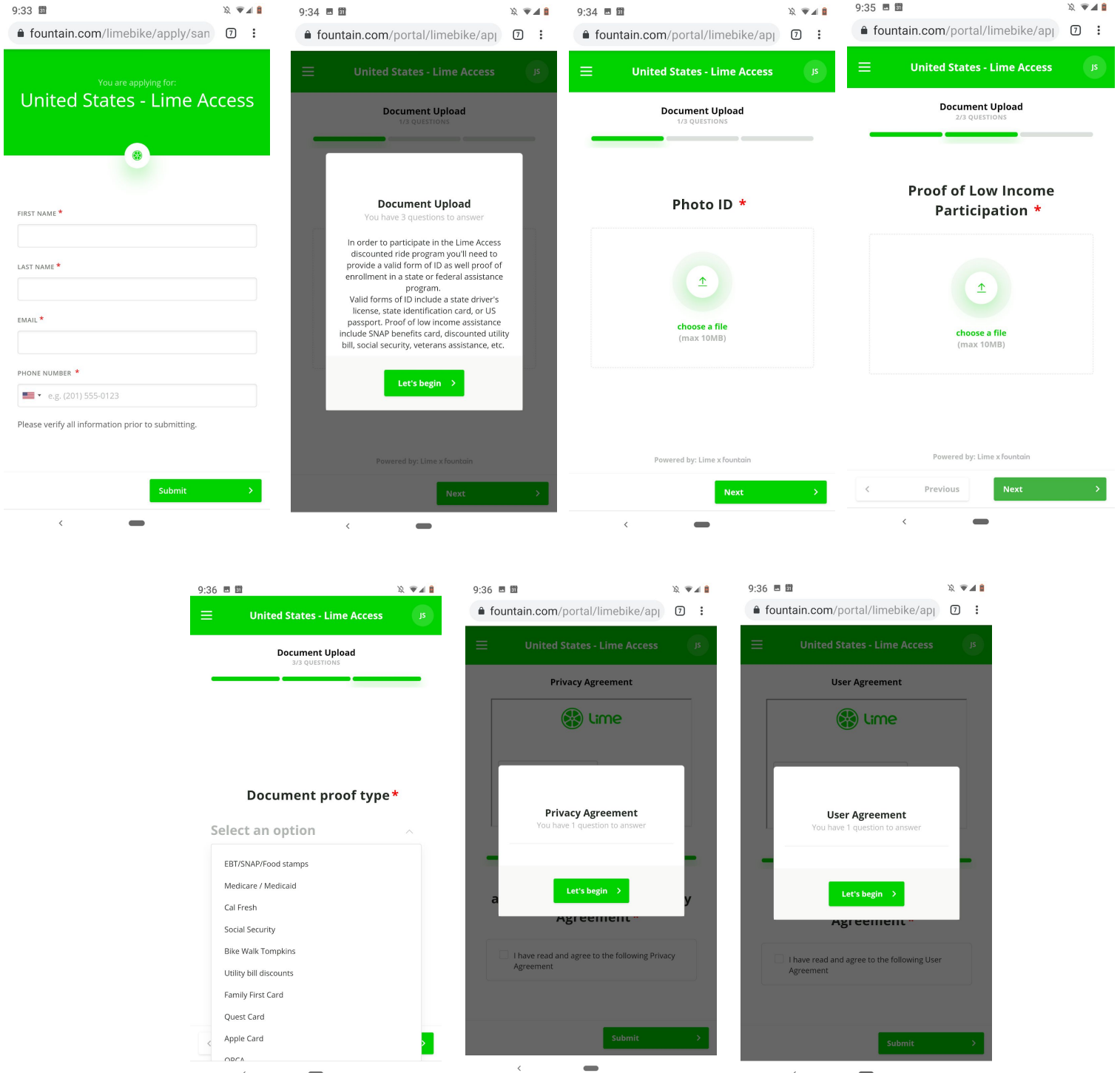
Pay with cash



Unlock bike or scooter via text or through the Lime app

program. An in-app (see screenshots below) or online application form allows users to upload proof of participation in any federal, state or local assistance program – including discounted utility bills, food stamps/EBT card, and other programs – to qualify. Our dedicated Lime Access team reviews and verifies individuals to enroll them in the program, then sends a welcome email within three business days with further instructions for using cash payments and text-to-unlock functionality.

Below is the application flow via mobile to enroll in Lime Access.



APPENDIX C: COMMUNITY ENGAGEMENT & LETTERS OF INTENT

San Francisco Community Organizations

Green denotes existing relationship or partnership

- **!PODER!**
- **Arriba Juntos**
- Alamo Square Neighborhood Assn.
- Aquatic Park Neighbors
- **BART**
- Bayview Residents Improving Their Environment
- **Bayview Opera House**
- **Bicis del Pueblo**
- BMAGIC
- Castro Merchants Association
- Cayuga Improvement Association
- Chinatown CDC
- **Chinese Newcomers Service Center**
- Citizen Film
- Cole Valley Improvement Association
- **Collective Impact**
- Community Youth Center of San Francisco
- Cow Hollow Assn.
- Calle 24
- **Carnaval**
- **Center for Employment Opportunities**
- City College
- Clement Street Merchants Association
- Community Housing Partnership
- D10 Urbanists
- Duboce Triangle Neighborhood Association
- **Downtown Streets Team**
- East Cut CBD
- **Economic Development on Third (EDOT)**
- **Excelsior Action Group**
- Filipino American Development Foundation
- **Fillmore Merchants Association**
- Fisherman's Wharf CBD
- Forest Hill Association
- **Giving Something Back**
- Glen Park Association
- Glen Park Merchant Association
- Golden Gate Valley Neighborhood Association
- **Grow the Richmond**
- Haight Ashbury Neighborhood Council
- Hayes Valley Neighborhood Association
- HAND
- Hayes Valley Neighborhood Assn.
- Human Services Agency
- **Imprint City**
- India Basin Neighborhood Association
- Inner Sunset Neighborhood Association
- Japantown Task Force
- **Lighthouse for the Blind**
- **Livable City**
- Lower Haight Merchant & Neighbors Association
- **Lower Polk CBD**
- Marina Community Association
- Merchants of Butchertown
- **Mission Asset Fund**
- Mission Day Laborer Program
- **Mission Economic Development Assn.**
- **Mission Merchants Association**
- **New Community Leadership Foundation**
- New Mission Terrace Improvement Assn (NMTIA)
- Noe Valley Neighbors
- North Beach Business Association
- North Beach Neighbors
- **OurBikes**
- Outer Mission Residents Association
- **Pacific Heights Residents Association**
- **People Protected**
- Planning Association of the Richmond (PAR)
- Portola Neighborhood Association
- Port of SF
- **Recology**
- **San Francisco Arts Commission**
- **San Francisco Bicycle Coalition**
- **San Francisco Board of Supervisors**
- **San Francisco Council of District Merchants Association (SFCDMA)**
- **San Francisco Dept. of the Environment**
- **San Francisco Mayor London Breed's Office**
- **San Francisco Office of Economic and Workforce Development**
- **San Francisco Public Library**
- **San Francisco Public Utilities Commission**
- **San Francisco Public Works**
- **San Francisco Recreation and Parks**
- San Francisco Unified School District
- Self-Help for the Elderly
- Senior Disability Action
- **SE Community Facility Commission**
- SF State University
- **SPUR**
- Sunnyside Neighborhood Association
- Swords to Plowshares
- **The Lighthouse**
- **United Playaz**
- Union Square CBD
- Visitacion Valley Planning Alliance
- **Walk SF**
- **Westside = Best Side**
- **Ybike**
- Yellow Bike Project
- **Young Community Developers (YCD)**



Chinese Newcomers Service Center

777 Stockton Street Room 104, San Francisco, CA 94108 USA Phone: (415) 421-2111 Fax: (415) 421-2323
Website: www.chinesenewcomers.org Email: cnscc@chinesenewcomers.org facebook: chinesenewcomers

August 19, 2019

Attention: SFMTA Powered Scooter Share Program

Re: Chinese Newcomers Service Center and Lime Partnership

The mission of the Chinese Newcomers Service Center (CNSC) is to provide underserved communities with social, economic, workforce and business services to transform their lives." To that end, we are excited to work with Lime to further our mission and reach our clients with various Lime programs, as described below.

Lime Access low-income plan: If Lime is approved to launch, we would work with them to register clients for their low-income program directly from our office, similar to how we registered clients for Ford GoBike. Our team would vet the clients and verify program eligibility. In addition to offering promotional material in Chinese, Lime would conduct training for our staff members or join existing events to make sure the team is knowledgeable about the program and can provide assistance to our clients.

Many of our clients are not technologically savvy or literate in English OR Chinese to sign up for the program on their own today. This partnership will help them get enrolled in Lime Access so they can take advantage of this low-cost transportation option.

Local Hiring: Lime's ecosystem depends on scooter mechanics and people who can help rebalance the scooters in the appropriate places. These jobs might represent attractive employment opportunities for low-income folk, especially considering jobs start at \$22/hour. We can promote these positions to our client base.

Event Sponsorship: Lime will consider sponsoring our Gala event this year, which marks our 50th anniversary in the city.

Chinese Newcomers Service Center looks forward to partnering with Lime and is hopeful they will receive a permit to operate in San Francisco.

Sincerely,

George Chan, Executive Director
Chinese Newcomers Service Center

CNSC's Mission is "To provide underserved communities with social, economic, workforce and business services to transform their lives"



1 671 THE ALAMEDA, SUITE 306 • SAN JOSE, CA 951 26

To whom this may concern,

It is with great pleasure that I write this letter to highlight the generosity and social impact we've experienced by partnering with Lime in the Bay Area community.

In 2018, our San Jose Downtown Streets Team (DST) partnered with Lime to provide discounted rides to our unhoused participants, along with a newly formed pipeline of employment opportunities. In 2019, Downtown Streets Team is partnering with Lime in San Francisco to deliver our first ever work experience Team to address safety, blight, and public education issues pertaining to dock-less vehicles. This project will utilize our proven "peer to peer" model to provide work skills to unhoused individuals as a pathway to secure employment and housing. In partnership with DST, Lime is committed to directly hiring our unhoused participants, providing living wage jobs as a viable step out of homelessness and into self-sufficiency. Our partnership is providing clean and safe streets to meet the needs of all community members, from those who are un-housed to those running business. Everyone deserves to have their needs met in a vibrant and safe community.

The business of Lime is important to DST specifically as their low-income program offers heavily discounted rides to our participants, which could make the difference in them making it to work or shelter.

Downtown Streets Team is a nonprofit that deploys peer-based work experience solutions where unhoused individuals beautify their local community and conduct peer-to-peer outreach in exchange for supportive services, skills development, basic needs non-cash stipend and access to employment pipelines to build stability.

Brandon Davis

8/20/2019

Sr. Director of Social Innovation and San Francisco Downtown Streets Team
Brandon@streetsteam.org | 224.715.6038

Downtown Streets, Inc. is a 501 (c) 3 non-profit corporation
Tax ID: 20-5242330



HOPE IN THE FILLMORE WITH LIME MOVEMENT

August 13, 2019

SUMMARY:

Thank you for the opportunity to share what the New Community Leadership Foundation is doing to support underserved communities in the Western Addition/ Fillmore and how LIME can support our efforts. Some of the activities in this outline will be coordinated by our community partner Giving Something Back and they are indicated below.

We admire the leadership of LIME around the world to provide an innovative and accessible solution to one of our greatest challenges: transportation. We are grateful for LIME's support of low-income communities through its services and sponsorship of community-based organizations.

We are hopeful that LIME will be granted the chance to operate in San Francisco because of your superior and environmentally friendly transportation option and commitment to equity and community. We look forward to partnering with LIME on some or all the developments listed below when LIME is given the opportunity to operate in San Francisco.

About the New Community Leadership Foundation (NCLF):

The New Community Leadership Foundation is a non-profit community-based organization officially incorporated in 2015. Our mission is to civically engage Black and other disenfranchised communities through cultural upliftment, bridging social gaps, economic development, historic preservation and personal growth. NCLF has produced an abundance of events and activities based in the Fillmore community through which we were able to encourage engagement and activism. Some of our accomplishments include an award of \$330,000 by San Francisco Recreation & Parks Department to renovate the Fillmore Mini Park and the opportunity to co-manage the former Yoshi's, a 50,000 sq. ft. entertainment venue on Fillmore and Eddy Street.

1075 Fillmore Street, San Francisco, CA 94115
415-857-1136 / info@NCLFINC.org / www.NCLFINC.org

About Giving Something Back (GSB):

Giving Something Back, Inc. is a California-based tax-exempt organization that offers job placement assistance and training for youth and young adults, referral services for homeless individuals and support to local businesses for over 10 years. GSB is dedicated to reducing poverty by bringing local community and local businesses together for collective action around the shared value that all people deserve opportunities, particularly young people.

1) COMMUNITY OUTREACH / ENGAGEMENT**a. Fillmore Scooter Tours**

Coordinated by: NCLF

Description: Educate local young adults, families, students and groups about the rich history and culture of African Americans in Fillmore with guided tours using LIME scooters. Participants will visit historic sites in the Fillmore in an original, fun and relaxed way. Tours will begin with a 10-minute introduction to LIME scooter riding and practice. During the scooter tour, there will be regular stops at historic sites in Fillmore for storytelling and photos. The tour will include safe routes, use of bike lanes when possible, helmets, sunscreen and water. The tour is not suitable for pregnant women, people with back problems and individuals under 18 years old.

b. Fillmore Mini Park Programing

Coordinated by: NCLF

Description: Sponsorship from LIME to support two event series at the Fillmore Mini Park located at Fillmore and Turk Street starting in September 2019 through December 2019: "Art at the Park" every 1st & 3rd Saturdays; and "Chess at the Park: every 2nd & 4th Saturdays. LIME logo will be featured on our upcoming redesigned website and all promotional materials. LIME promotional materials will also be distribution at each event and optional banner placement at event. Our staff will be on hand to assist attendees with signing up for LIME ACCESS.

Since 2016 the New Community Leadership Foundation (NCLF) has produced over 50 successful events at the Fillmore Mini Park with the support of the Mayor's Office of Economic & Workforce Development, San Francisco Beautiful and other partners. Critical funding is set to expire at the end of August 2019. NCLF's events have impacted the morale of the area and helped to make the park safer, more inviting and culturally relevant. These activities are important because the area surrounding the Fillmore Mini Park has the highest concentration of low-income residents, children and seniors than any other location on Fillmore Street. Many residents feel excluded from the changes taking place in the area. The Fillmore Mini Park has become an important gathering

1075 Fillmore Street, San Francisco, CA 94115
415-857-1136 / info@NCLFINC.org / www.NCLFINC.org

space that bring various ages and cultural groups together around activities to increase enrichment, relaxation and connections in the community regardless of economic status.

2) COMMUNITY BENEFIT

a. Host Electric Scooter Safety and Repair Workshop

Coordinated by: GSB

Description: Conduct a 4-hour workshop with young adults that go over the basics of electric scooter safety and bike maintenance and repair. The workshop will include lunch, stipend and referrals to further training and education on electric scooters and bike repair.

b. Employment Opportunities at LIME Meet & Greet

Coordinated by: GSB

Description: Conduct a 1.5 hour workshop with about 20 low-income Western Addition/ Fillmore residents to discuss job opportunities with LIME in the San Francisco / Bay Area.

c. Connect low-income Western Addition with LIME ACCESS

Coordinated by: GSB

Description: Many current and former low-income Western Addition residents have obligations throughout the Bay Area including jobs, family and friends that require transportation. LIME provides accessible and affordable transportation opportunities but unfortunately LIME is not operating in San Francisco. LIME ACCESS provides heavily subsidized rides for low-income customers that many residents in the Western Addition are not aware of when traveling outside of the City. Outreach will be conducted to educate the community about LIME and LIME ACCESS and sign people up to encourage LIME to be a part of their transportation itinerary throughout the Bay Area and when LIME begins operating in San Francisco.

d. Scooter Safety Workshops

Coordinated by: GSB

Description: Conduct educational workshops sponsored by LIME for low-income youth 18 and over and young adults at various recreational centers about safety and current

1075 Fillmore Street, San Francisco, CA 94115
415-857-1136 / info@NCLFINC.org / www.NCLFINC.org

guidelines of electric scooters. Helmets will be provided upon completion of workshop. Attendees can sign up for LIME ACCESS during workshop.

3) **ADVOCACY and OUTREACH**

Coordinated by: NCLF

Description: The NCLF will enlist support from its community partners to promote LIME's commitment to providing access to traditionally underserved communities.

NCLF will work with Giving Something Back, Renaissance Parents of Success, 100 Black Organizations, Special Police Officers Association, Interception Equals Change, San Francisco Housing Development Corporation and many more to rally support for LIME MOVEMENT.

4) **CONTACT**

Majeid Crawford
Associate Director
New Community Leadership Foundation
1075 Fillmore Street, S.F., CA 94115
415-424-0155 (Direct)
majeid@NCLFINC.org
www.NCLFINC.org

1075 Fillmore Street, San Francisco, CA 94115
415-857-1136 / info@NCLFINC.org / www.NCLFINC.org



August 19, 2019

Attention: SFMTA Powered Scooter Share Program

Re: Lime Partnership with Young Community Developers (YCD)

The mission of the YCD is to empower and inspire Southeast Sector Residents to engage in employment and educational opportunities. Through comprehensive preparation and training techniques targeted towards enhancing workforce readiness coupled with an inclusive set of additional services, YCD seeks to assist in the removal of employment and education barriers for our disenfranchised residents. YCD is passionately committed to the preparation, placement, and preservation of our Southeast Sector residents, resulting in each responsibly contributing to their personal and professional development, the development of their families, and to the economic development of their neighborhoods.

YCD is looking forward to partnering with Lime to further our mission and reach our clients with various Lime programs, as described below.

- 1) **Local Hire and Job Readiness.** YCD will identify and support potential applicants for full-time operations positions at Lime. YCD will identify individuals living in agreed-upon geographic areas, including but not limited to Bayview. YCD will conduct job readiness training to prepare candidates for the interview process and connect individuals with Lime for consideration and possible employment on our operations team.
- 2) **YCD Fellows Internship Program.** The parties will work together to allow Lime to participate in YCD's Fellows Internship program in 2020. The number of interns, length of internship, and additional details will be mutually agreed by YCD and Lime. Lime expects that the interns will report directly to Lime's Public Affairs Manager during the internship. Internships at Lime offer interns the opportunity to gain practical experience through exposure to a wide variety of issues while learning about how to work at a startup.
- 3) **Community Outreach.** The parties will work together to identify local opportunities for outreach and engagement, which may include co-hosted scooter tours, demo rides, safety trainings, and distribution of information about Lime throughout YCD's existing educational activities. Lime may provide Lime Access promotional materials, scooters for events, helmets, support staff, and other items as mutually agreed.

- 4) **Lime Access Registration.** YCD will provide information to community members regarding how to sign up for the Lime Access program, which provides unlimited access to Lime scooters for \$5 per year to individuals who qualify as low income. Lime Access includes a program that provides access to scooters when an individual does not have access to a smartphone or credit card. YCD will verify eligibility and refer candidates who would benefit from the program.

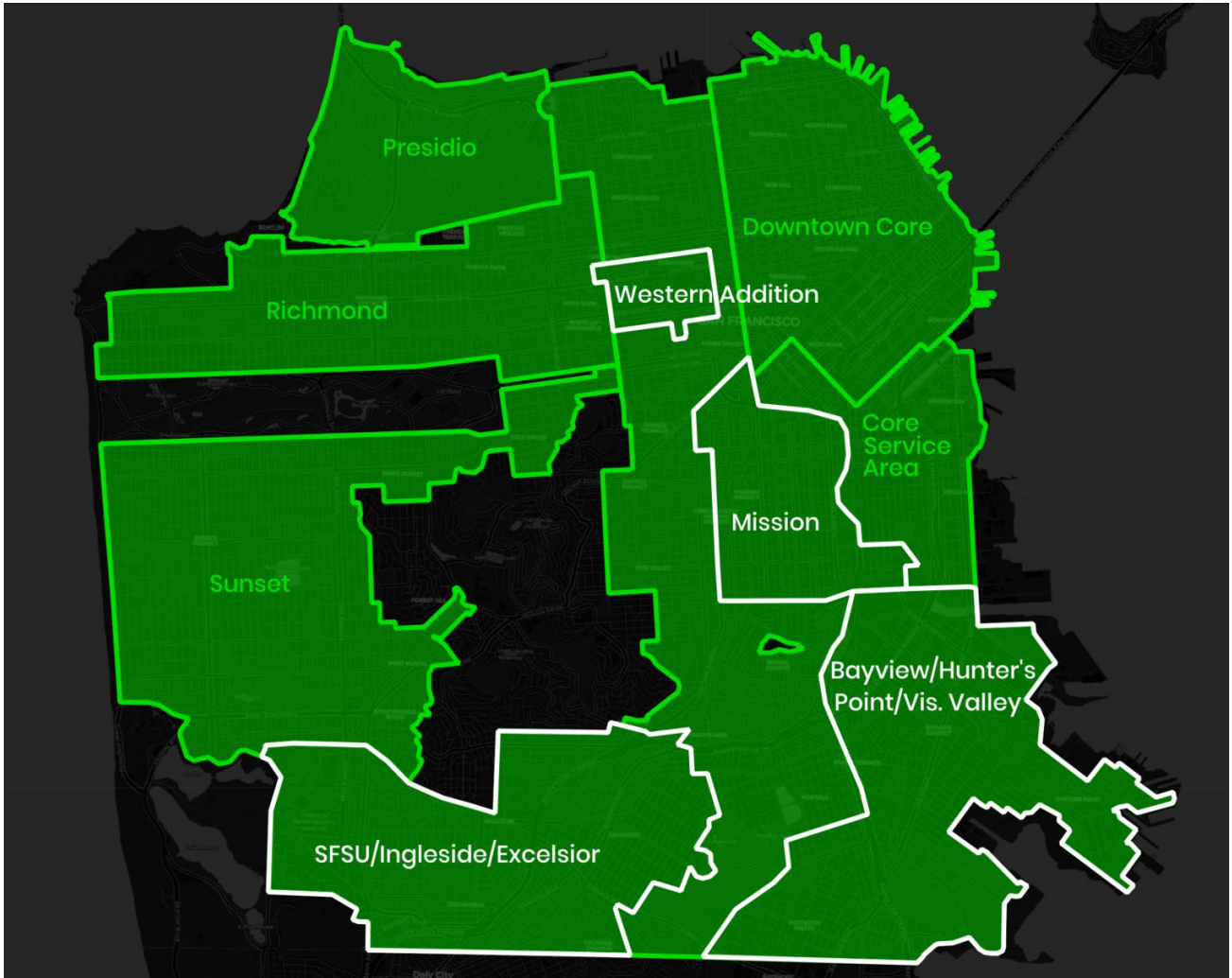
We are excited to partner with Lime in San Francisco.

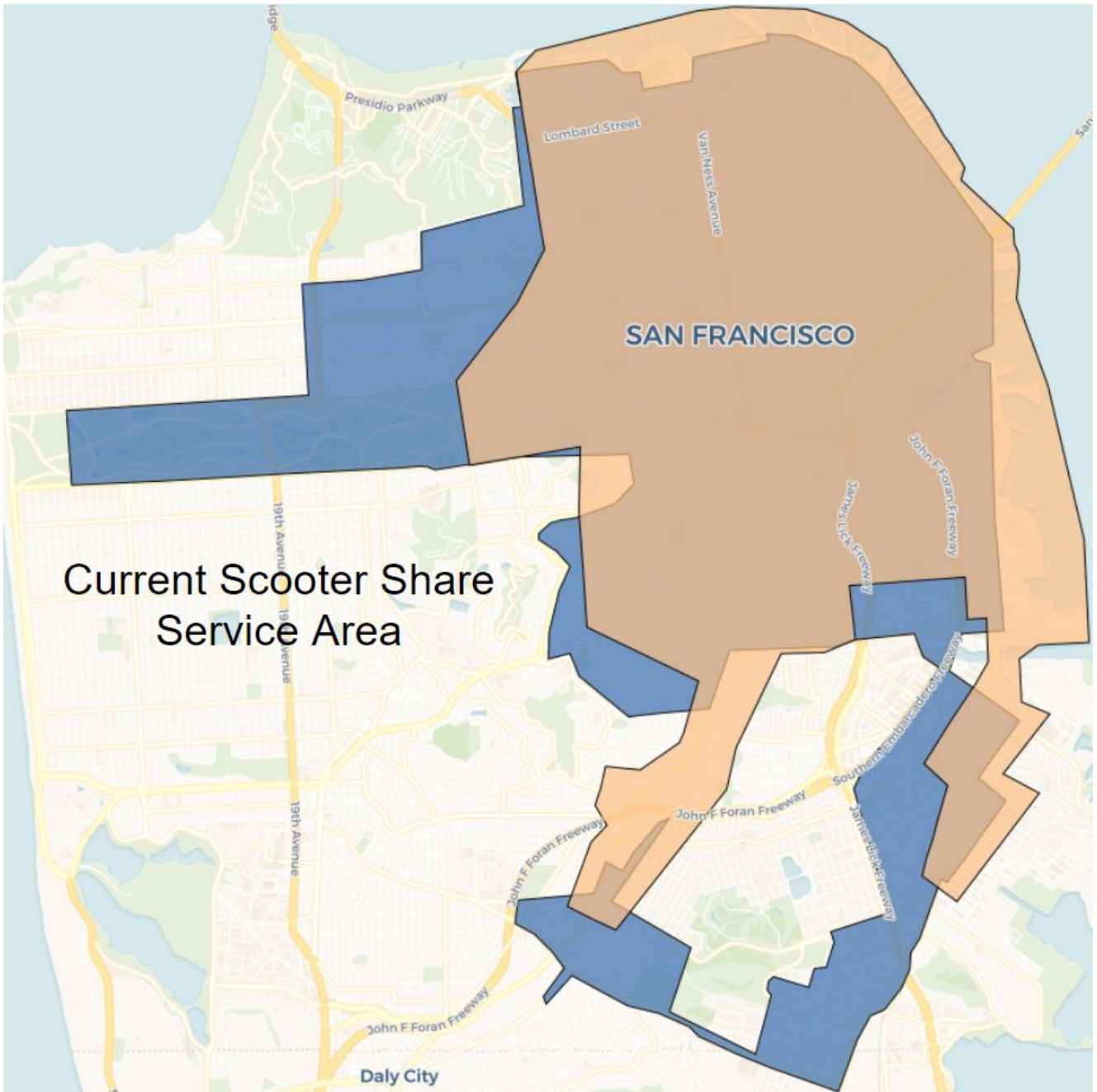
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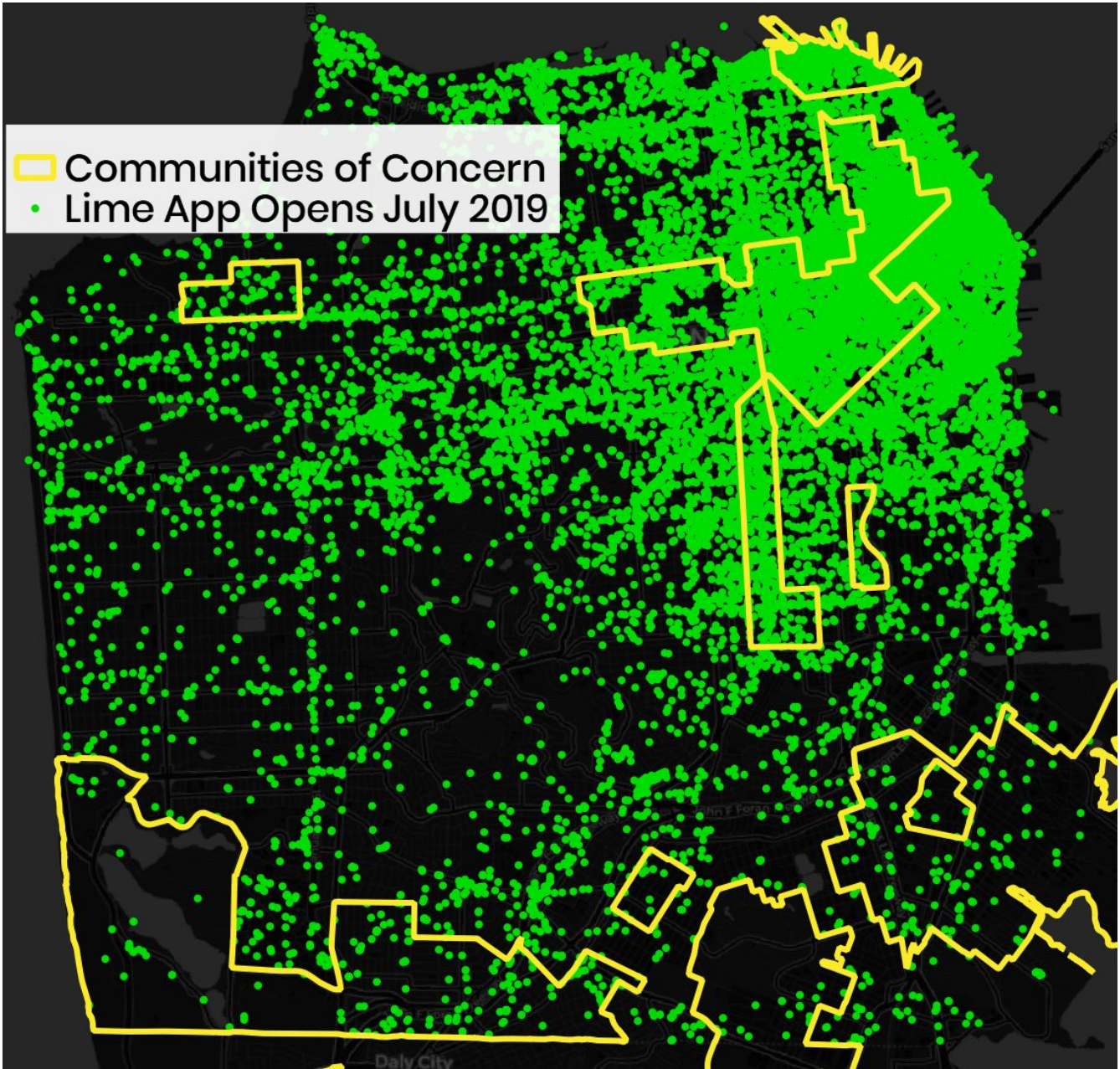


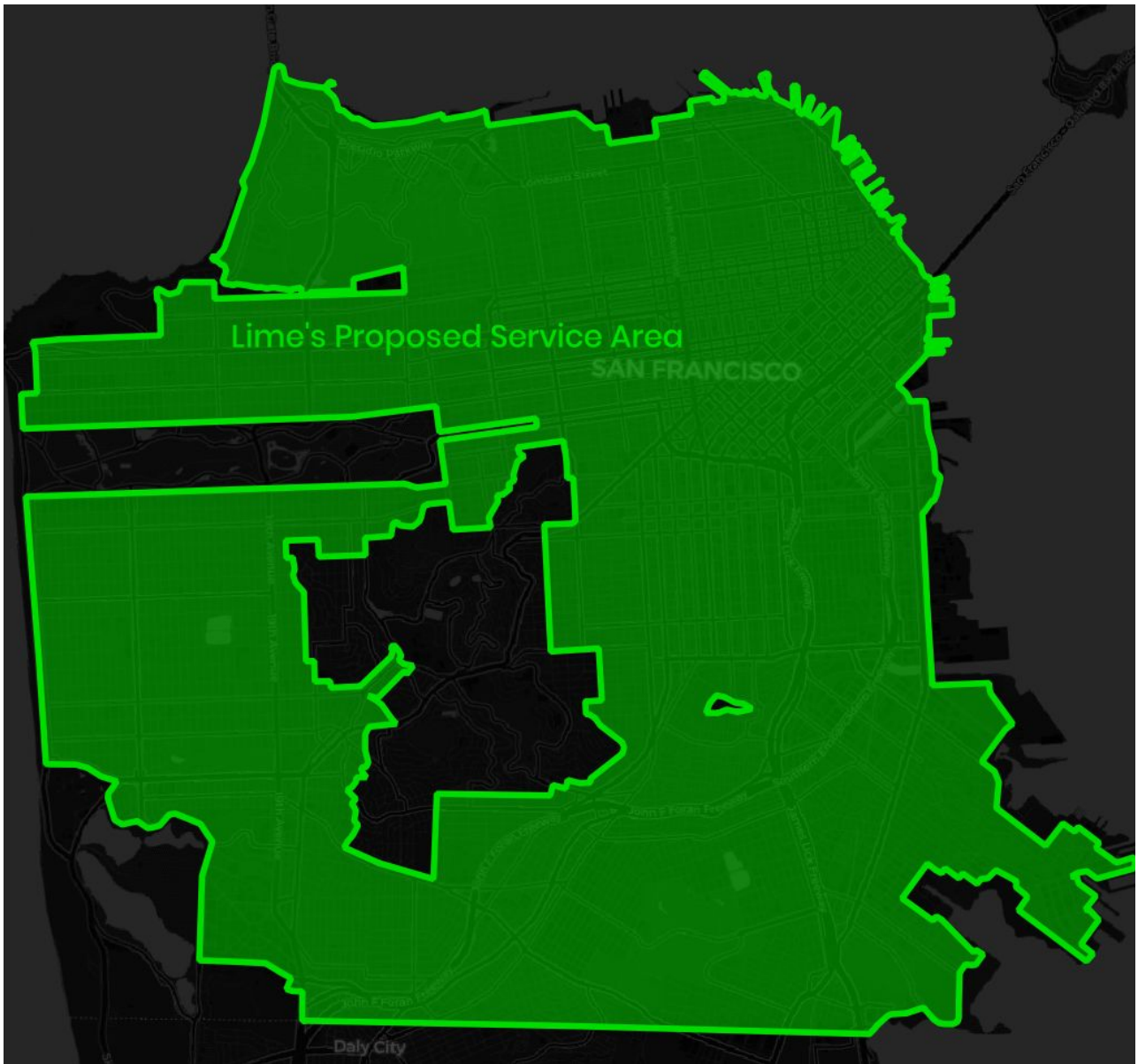
Dion-Jay Brookter
Executive Director
Young Community Developers

APPENDIX D. LARGER MAPS OF PROPOSED SERVICE AREA









APPENDIX E. Privacy Policy, User Agreements & Terms of Service

I. Privacy Policy

Privacy Notice

Effective: June 25, 2019

At Lime and our family of companies (collectively “Lime,” “we,” “us,” or “our”) we are strongly committed to transparency, and we want you (“you” or “your”) to understand how we collect, use, share and protect your information. This Privacy Notice (“Privacy Notice”) describes how Lime handles information in connection with Lime’s websites and related mobile applications and services (collectively, the “Services”), and when you otherwise interact with us. When specified, this policy also describes our data practices related to Juicers. Please also read our Terms of Service which set out the terms governing the Services.

We reserve the right to change this Privacy Notice from time to time. If Lime makes changes to this Privacy Notice, the updated Privacy Notice will be made available through our Services and if we make any material changes to this Privacy Notice, we will provide a prominent notice and may also contact you directly by email or another method.

The Types of Information We Collect

We collect or receive information in different ways. The types of information we collect or receive depends on how you use and interact with our Services. In many cases, you can choose the information you provide to us, although certain information is required for us to provide the Services. We use and disclose this information for the purposes described further below. The types of information we collect include:

- Account Information such as your name, email address, telephone number and payment information such as your credit card details. In order to use certain products, we may also require you to provide a copy of your driving license. To avail of Lime Access, we also collect government-issued ID and proof of low income status for verification purposes.
- We collect and process location data when you sign up and use the Services. For example, to show you Lime bikes or scooters near your location, it is necessary to collect and record the physical location of your device. Data such as the location of the bike or scooter, the routes taken by the bike or scooter, and its rental status are also necessary to provide the Services. Lime also collects location data directly from Lime bikes or scooters including when a Lime user is riding, such as journey information.
- If you link, connect, or login to Lime with a third party service (e.g. Facebook), the third party service may send us information such as your profile information or friends list from that service.
- When you ask for customer service, support or other assistance, you can choose to provide us with your contact information so we can better respond to your requests and we may keep information about your engagement with our support services.
- Lime collects information from your browser, computer, or mobile device, which provides us with technical information such as your device’s source IP address and when you access or use the Services. We use cookies and similar technologies (like pixels and tags) to provide our Services, including to remember your settings and to

gather analytics information about you. You can learn more about how we use cookies and similar technologies in our Cookies Policy.

- We collect information you share on the Services such as when you participate in communities or other forums, or comment on blog entries. Depending on your camera or photo settings, Lime will receive information you choose to send us such as photos of parked Lime bikes or scooters.
- We receive information about you when we use third party partners such as marketing and advertising partners.
- To help you introduce people to our Services, you can choose to use our referral service to tell a friend about our Services for a discount. When you choose to use our referral service we will ask for your contact's name and email address and automatically send your contact a one-time email on your behalf inviting him or her to use our Services.

In addition, if you are a Juicer who helps Lime collect and charge scooters, we collect additional information:

- submitted as part of your application to work as a Juicer such as government issued identification;
- details of the work you carry out for Lime such as information about the scooters you charge for Lime;
- your bank account details so we can pay you; and
- that which is required by law such as social security number, tax number or work visa.

How We Use Information

We use your information, including information about your location, to:

- provide the Services to you at your request including to manage your account and ride history;
- monitor, track and service the Lime bikes and scooters, including when they are in use by you;
- process payments, subscriptions or donations and any discounts or special offers such as free unlocks;
- communicate with you about your account, interactions or transactions including service-related announcements such as changes to our policies. As allowed by local law, we may also send to you surveys or marketing communications, including information about features and enhancements to our Services;
- optimize, develop and improve our Services. To do this we may use third party analytics providers to understand how the Service is being used and to help us to improve the Services;
- where necessary, to comply with our legal obligations including to meet regulatory or local law requirements;
- detect, investigate, and prevent activities that may violate Lime's policies or Terms of Service or be illegal which may include sharing information with government agencies outside of your home country, such as law enforcement agencies;
- collaborate with third parties such as universities and local government authorities, as described below in the "Who Do We Share Your Information With?" section; and

In addition, if you are a Juicer, we use your information to:

- calculate your pay and to pay you; and
- to monitor the work which you do for Lime and to track Lime bikes and scooters.

Who Do We Share Your Information With?

We share your information with Lime’s affiliated companies, our service providers, other third parties where it is necessary to perform the Terms of Service and as described in this Privacy Notice. In particular we share your information with:

- **Our service providers and partners:** We share your information with our trusted service providers and partners who provide services to Lime such as hosting data and our infrastructure, processing payments and donations, supporting and improving the Services, performing customer service, or providing marketing and advertising services. For example, we share information with credit card issuers in order to process your payments and refunds.
- **Collaborations with third parties:** After removing certain identifiers, such as your name, phone, and email address (where provided), and combining the resulting information with similar information from other users, Lime may use, sell, license, and share your information, including individual trip records and trip location (journey) history, with third parties for research, business or other purposes. For example, Lime partners with universities and local government authorities to collaborate on research projects such as understanding traffic and travel patterns in a city. Learn more about these collaborations [here](#).
- **Government, regulatory and law enforcement agencies:** We may share your information if we believe in good faith that it is reasonably necessary to do so for legal reasons, including to meet federal, state, regulatory or local law requirements or as part of a judicial process or to detect, investigate, prevent, and address fraud and other illegal activity, security, or technical issues or to prevent harm or injury to you, members of the public, our staff, other third parties, or ourselves; or if we need to do so to defend our legal rights or property, to take action regarding illegal activities or traffic offences, or to enforce our contracts, such as our Terms of Service.
- **Lime affiliates:** We may share your information with Lime affiliate companies to help provide, maintain and improve the Services. As we grow, we may expand our corporate family by establishing local subsidiaries or other affiliates as needed, to help us provide or market the Services.
- **Business reorganisation:** We may also share your information as part of a sale, merger, change in control, or in preparation for any of these events.

We may also share aggregated, depersonalized, or de-identified information that cannot reasonably be used to identify you with third parties, including the types of third parties listed above.

Our Legal Basis for Using Your Information

Lime relies on a number of legal bases to collect, use, share, and otherwise process your information for the purposes described in this Privacy Notice, including where:

- it is necessary to provide the Services and perform our obligations in accordance with the Terms of Service. For example, we cannot provide the Service unless we collect and process basic information about you and your location;
- you have provided your consent to us processing your information (in which case you may revoke your consent at any time);
- necessary to comply with a legal obligation, including, for example, responding to government agency or law enforcement information requests or to establish, exercise or defend legal claims;
- to protect vital interests of our users, Juicers, staff, and members of the public both on and off the Services;
- it is permitted by law, we may process data in the public interest; and/or
- the processing is necessary for the purposes of Lime's or a third parties legitimate interests, provided that we have balanced these against your fundamental rights and interests.

How We Transfer Your Information

As we offer our Services in many locations globally, we may transfer your information to or from these locations for the purposes of providing you Services.

If you are habitually resident in the European Economic Area ("EEA"), Switzerland or the United Kingdom, we will transfer or transmit your information to the United States and other countries outside of where you live for storage, processing and the other purposes described in this Privacy Notice. The transfer of information is necessary to provide our Services as set out in the Terms of Service. Lime relies on Standard Contractual Clauses approved by the European Commission and European Commission's adequacy decisions about certain countries, as applicable, to transfer data from the EEA, Switzerland and the UK to the United States and other countries outside of where you live. You may request a copy of Standard Contractual Clauses by contacting us at legal@li.me.

How Long We Keep Information

We keep your information for as long as is reasonably necessary to provide the Services to you or until your account is deleted, whichever is longer, subject to any longer period as may be required by applicable law or notified to you.

We may ask for a copy of your driver's license before you can use certain Lime Services. When we ask for a copy of your driver's license, we conduct verification checks to ensure the license is valid and we retain only limited verification information in order for you to use the Services.

When you delete your account, it may take us additional time to fully delete your information from our databases and system logs. We may also retain information from deleted accounts to prevent fraud, collect fees, enforce the Terms of Service, to comply with our legal obligations or enforce our legal rights.

In addition, if you are a Juicer, Lime retains certain information to the extent necessary to comply with our legal obligations. For example, Lime may keep some of your information in order to comply with applicable tax, legal, reporting and auditing obligations and other requirements in the countries in which we operate.

EEA/Swiss/UK Rights

If you are habitually located in the EEA, Switzerland or the UK, you benefit from a number of rights in relation to your information. While some of these rights apply generally, certain rights apply only in limited cases. These rights do not necessarily apply to you if you are based outside these regions.

Right to object – Where we process your information based on legitimate interests, you can object to this processing in certain circumstances. Unless we have compelling legitimate grounds or where it is needed for legal reasons, we will cease processing your information when you object.

Right of access – You can access much of your information by logging into your account. You can also request a copy of the information we have about you and information explaining how the information is used.

Right of rectification – You have the right to request that we rectify inaccurate information about you.

Right of erasure – You have the right, in certain cases, to request that we delete your information, provided there are valid grounds for doing so and subject to applicable law.

Right to restrict processing – You have the right, in certain cases, to temporarily restrict the processing of your information by us, provided there are valid grounds for doing so.

Right to data portability – You may have the right to receive certain of your information in a structured, commonly used and machine-readable format and to transmit such information to another controller.

Right to withdraw consent – Where you have previously provided your consent, such as to send you direct marketing, you have the right to withdraw consent at any time. However, this will not affect the lawfulness of the processing based on consent before its withdrawal. Furthermore, even in case of a withdrawal, we may continue to use your information as permitted or required by law.

Please get in touch with us as set out in the “Who is Responsible for my Information?” section of this Privacy Notice if you would like to exercise any of these rights or in case you should have any concerns about how we process your information. You also have the right to lodge a complaint with your local supervisory authority for data protection. You can access a list of EU supervisory authorities [here](#). You can also contact Lime’s Data Protection Officer at dpo@li.me.

Your California Privacy Rights: California Civil Code Section 1798.83 permits customers of Lime who are California residents to request certain information regarding its disclosure of their personal information to third parties for their direct marketing purposes. To make such a request, please send an email to legal@li.me.

Your Choices and How You Can Manage your Information: We believe you should have choices about the collection, use and sharing of your information. If you do not want Lime to collect your information, please do not use the Services.

Emails and Other Communications: If you would like to change the types of communications you receive from us, including opting out of promotional communications from us, you may do so at any time by updating the communication preferences specified

in your account profile. We may continue to send non-promotional communications such as staffing confirmations, and other information about your use of the Service. If you refer others to us using our email functionality, please note that they may choose not to receive any promotional emails from us in the future by following the opt-out instructions in the email invitation.

Accessing and Managing Your Information: If you have an account with Lime, you can review, change or delete your information by logging into your account and editing your profile. You can change your mobile phone number or email address by using our in-app change feature. You can delete your Lime account at any time by submitting a request to us at legal@li.me or by using the in-app “Submit a Request” feature. If you are a Juicer and wish to delete your account, please email juicer@li.me

Who is Responsible for my Information?

To see who is responsible for your personal information and how to contact them, please [click here](#).

II. User Agreement

THANKS FOR CHOOSING LIME!

These terms (“Terms”) govern your use of our various products and services in the country where you live (collectively, our “Services”). They are provided to you by Neutron Holdings, Inc. dba Lime. By using our Services (including using our App or creating a user account, for example), you are agreeing to these Terms, including that you are of legal age to enter into binding contracts, so please read them carefully. You are also agreeing that you have authority to agree to these Terms, whether personally or on behalf of an entity you’ve included in your user account registration.

If you don’t agree to these Terms, you may not use our Services. We may amend these Terms from time to time, and the revised version will be effective when posted on this website or otherwise made available to you. The revised Terms supersede any previous versions. While we will provide you advance notice of any important revisions, we do recommend that you regularly review these Terms because your continued use of our Services after we make any changes to them constitutes your agreement to those changes. These Terms also expressly supersede any prior agreements or arrangements we may have with you. You may of course stop using our Services at any time, and we may terminate these Terms or your use of any Services, or generally cease offering or deny access to any portion of the Services, at any time in our sole discretion.

Please note that your home city may also have additional terms and conditions that you should be aware of when you use our Services – please check this list to see if there are any for your city.

IMPORTANT NOTE ON ARBITRATION: PLEASE CAREFULLY REVIEW THE ARBITRATION PROVISION IN SECTION 17, WHICH REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. YOUR AGREEMENT TO THESE TERMS INDICATES YOUR EXPRESS ACKNOWLEDGEMENT AND AGREEMENT THAT YOU HAVE READ AND UNDERSTAND HOW THE ARBITRATION PROVISION WORKS.

I. What Lime Offers

Lime was founded on the simple idea that all communities deserve access to smart, affordable mobility. Our Services help make this idea a reality. We are continually evolving our Services, and as of the date above, they include electric and non-electric bikes along with their respective parking locations, electric scooters and car-sharing vehicles. In these Terms, we often refer to these as a “Product” or all them collectively as “Products”. Our Services also include our mobile application (the “App”), all other related equipment, maintenance, charging, personnel, our websites (including this one), and any other information, technology and services provided or otherwise made available to you in our discretion. Our Services may come with additional terms or product requirements, which we will make available to you with the relevant Services and they will become part of your agreement with us when you use them. Please note that we are not a common carrier, we offer our Services as a convenience to those who are able and qualified to operate them,

and alternative means of public and private transportation are available to you and the general public.

2. Your Lime User Account

2.1. Account Set Up. You need an account to use our Services, which requires a valid debit or credit card or other approved payment method with expiration date (which is passed to our third party payment processor – we do not receive or store this information ourselves) as well as other requested information depending on the Product (see below for more on car-sharing vehicles, for example) (for example, a driver's license is required in some jurisdictions). Alternative account creation and payment methods are available for some of our products and services if they are available in your area, such as LimeAccess. What you provide us must be true, accurate, complete and updated as necessary to remain accurate. Create a username and a strong password and don't share either with anyone – your account is personal to you and not intended for anyone else, and you are responsible for all activity that occurs under it. Let us know immediately if you suspect unauthorized use of your account. We have the right to provide your various account details (like billing, account, content or use records and related information) if required by law (which may include mandatory data sharing with governments), and to protect our rights, customers or business.

2.2. A Note on Fraud. We take it seriously, both for your protection and ours. You may only use a payment method that you have the legal right to use and you authorize us to charge this payment method for any charges you incur. If we suspect that any information you've provided is inaccurate, incomplete or fraudulent, we may suspend or terminate your account if and until the issue is resolved. During that time, you will lose access to some or all of our Services, either temporarily or permanently.

2.3. Operating a Car-Sharing Vehicle.

You need to meet certain eligibility requirements in order to use one of our car-sharing vehicles. This includes being at least 21 with a valid U.S. driver's license with a minimum of 1 year of driving history and a clean driving record. It's up to us to decide whether your driving record is indeed clean, but at a minimum this means you haven't had (i) any major violations in the past 3 years, (ii) any alcohol or drug related incidents up to 7 years in the past, (iii) more than 2 minor violations in the past 3 years, and (iv) more than 1 accident in the past 3 years. You'll be required to upload your driver's license, and we reserve the right to approve or deny (or rescind any previous approval for) your use of these vehicles. Motor vehicle record checks will be run (and re-run, pursuant to applicable law) to ensure you meet, and continue to meet, these eligibility requirements.

3. Using the App and our Services

You can use the App to locate, reserve and access our available Products. Please understand that for supply and related reasons, we reserve the right to accept or reject your reservation requests, and your receipt of our confirmation does not necessarily equal acceptance or constitute confirmation of our offer to make the Services available in any particular instance. If your reservation via the App is rejected after your request, you'll receive the applicable refund assuming your payment method was charged in the first

place. If pricing in the App turns out to be incorrect for any reason, we reserve the right to cancel or reject a corresponding reservation and will issue you the applicable refund.

3.1. A Few Essential Rules.

- (1) Unless we give you express permission otherwise, you must be the only user of our Services, other than minors on non-electric bikes, and your car-sharing vehicle passengers (who are not permitted to drive), but additional rules in these Terms or otherwise communicated to you may also apply.
- (2) You must be at least 18 to use a bike or a scooter, and at least 21 to use a car-sharing vehicle.
- (3) You must be able to operate our Products in a competent manner. You know how to use them and are physically able to do so. You understand that adverse weather conditions can impact safety and you are able to respond accordingly (like adjusting your braking distance in the rain, for example). This may also mean not using certain Products at all. Also note that we don't provide routing directions or advice, so the route you choose is up to you.
- (4) While we do our best to educate you on local laws governing how to use our Products, please ensure that you have familiarized yourself with these laws as well, which you must follow when you use our Services. Don't use our Services in prohibited areas, and make sure you understand the laws on sidewalk use, parking, seat belts, child safety seats and alcohol/drug use during operation.
- (5) Don't tamper with, vandalize or try to gain unauthorized access to our Services.
- (6) Minors over 16 can use non-electric bikes only that you have reserved, but they must wear a helmet and perform the necessary safety-checks (both discussed below), and you must educate them on the laws that apply to them and supervise their use at all times. You are legally responsible for all their activity as if it was your own.

3.2. Safety First! – Helmets, Seat Belts and Safety Checks.

We recommend that you wear a helmet any time you use any of our bikes and scooters, preferably Snell, CPSC, ANSI or ASTM-approved. It should be sized, fitted and fastened per manufacturer instructions. Helmets and other protective gear are no guarantee against personal injury. Helmets are required by law in some areas, so definitely wear one if those laws apply to you. If you choose not to wear a helmet and are injured as a result, we are not responsible. You and your passengers are of course required to wear seat belts in any of our car-sharing vehicles.

We do our best to keep each Product in good condition, but you should still perform a safety check on the Product before you use it, including all of these:

1. Did you check its general condition (wheels, tires, etc.)?
2. Do its brakes and lights work?
3. Are the seat, pedals and basket properly attached if it's a bike?
4. Is the battery charged if it's electric?
5. Is there any other sign of damage, unusual or excessive wear or is maintenance needed?

Something could have happened to the Product since its condition was last checked, and

we need you to tell us if something isn't working properly if you notice it before we do. If you notice any of these or other issues in a Product before your use, don't use it. Reserve another one instead. If you notice something during use, stop your trip as safely as you can and as soon as possible. If you don't report these issues, we may have to attribute them to you, including holding you responsible for any associated costs, so please tell us if anything you see doesn't look right.

3.3. Additional Rules for Electric Products.

- (1) We don't have unlimited amounts of electric Products and they aren't always available. This actually goes for our non-electric Products too.
- (2) Electric Products require periodic battery charging to operate. Their level of charge power will decrease with use over both time and distance. They lose their battery charge for various reasons, including due to weather, road conditions, Product type and other factors.
- (3) It is your responsibility to be aware of the level of charge power in the Product you are using. As part of our Services, we work diligently to ensure that our Products have adequate charge for your general use, but we don't know where you intend to go and we can't guarantee the electric Product you use has enough charge power to get you there.

4. Be Safe When Using Our Products!

We want a safe experience for you and those around you in your community, and that means we have some rules. Aside from simply exercising caution and good judgment, you shouldn't carry any items (like a briefcase or a bag) or use any device (like a cell phone or other portable device) if they impair or hinder safe use (no texting while using our Services, for example). There will not always be a designated place for you to ride, such as a bike lane, so exercise caution when riding around cars and other traffic (we aren't responsible for the actions of drivers, pedestrians, or other third parties). You may not use our Services while under the influence of alcohol, drugs or other substances. Don't carry other people or animals while using our Services (with some exceptions, like a service animal in a car-sharing vehicle). Please don't lock up any Product with a lock that isn't ours, because then we can't unlock it (!). Please don't leave a Product in a manner or location which we can't access (if everyone did that, there would be no Products to use). We may charge you up to \$450 if we are not able to retrieve any Product due to your actions.

You are also not permitted to use our Services to participate in activities beyond a particular Product's intended use. Some of these are obvious, but for example, no racing, mountain riding, stunts or trick-riding, and don't take a Product off-road or through massive amounts of water (beyond normal urban riding, of course). All of these uses can damage our Products. You may not use our Services for hire, reward or for any other commercial use (like advertising, ride-sharing or food delivery). And of course, do not use our Services in connection with the violation of any law.

5. Treat Our Products Like They Were Your Own!

5.1. Proper Use. If all customers treat our Products with respect, more of them will be available to use and in better condition. Our Products are unfortunately not indestructible,

so please take good care of them when they are in your hands. They have weight limitations – 300 pounds for all bikes and scooters (but 15 pounds for cargo in a bike’s front basket), and 600 pounds for our car-sharing vehicles (unless otherwise stated). You may not use a car-sharing vehicle to tow or haul a trailer or other vehicle. We expect you to use the Products safely, including when you carry cargo in general. For example, don’t carry cargo in a bike’s front basket if it blocks your visibility. If you leave any personal belongings on or in our Products or on our premises, we’ll hold them for 90 days unless the law requires longer.

5.2. **Damage.** We expect that other than normal wear and tear, you’ll return (meaning locking up and/or deactivating) a Product in the same condition in which you received it. If you damage it (accidentally or intentionally), or fail to properly return it and damage occurs, you’ll be responsible for the associated costs. This can get pricey – up to \$600 for non-electric bikes and \$2,000 for the electric ones, \$1,500 for electric scooters and the pricing set forth in the App for car-sharing vehicles. With car-sharing vehicles, you may also be charged for cleaning if you get them dirty (we have a no smoking policy and we may have to charge you to remove the odor, by the way). The same charges will apply for any Product not returned within 48 hours, which we consider lost or stolen and, depending on the circumstances, we may need to file a police report against you. We also reserve the right to take any action against you that the law allows, including holding you liable for the value of the Product.

5.3. **Periods of Use.** You can use a Product for up to 24 hours. Keep track of your time as we don’t do it for you. You need to return the Product within that time period, and after that, you can use it again. You can return a car-sharing vehicle in any legal parking space within the approved area of use (check your App to know where that is). Each Product has a maximum 24-hour service fee – \$50 for bikes, \$200 for anything electric and the pricing set forth in the App for car-sharing vehicles (which may vary due to their higher costs). When you return a Product, you’ll be charged the lesser of your accumulated service charges based on our in-App pricing or the maximum 24 hour fee.

5.4. **Product Pick-Up.** If you are unable to return a Product to a valid area (for example, you have to leave it on private property, in a locked community or an otherwise unreachable area), and you ask that we pick that Product up, we may charge you a pick-up fee of up to \$120. If you just plain abandon a Product in a place it shouldn’t be left, you’ll be responsible for all associated fees until it’s recovered, plus a service charge of up to \$120. We may change these amounts in our discretion and without notice.

5.5. **Accidents or Damage to Products Generally.** You must report any accident, crash, damage, personal injury, or a stolen or lost Product to us as soon as possible. If an accident involves personal injury, property damage or a stolen Product, you must file a report with the local police department within 24 hours. Note that with respect to our car-sharing vehicles, we carry the necessary insurance as required by law.

6. Financial Terms

6.1. Pricing & Payment.

You may use our Services on a per-ride or subscription basis (where subscriptions are available). All pricing can be found in the App. Please note that we may change pricing for

our Services as we deem necessary or appropriate for our business. Our pricing is exclusive of taxes (like sales and value added) and other applicable governmental charges. All of these will be charged to your preferred payment method designated in your account based on your use. We will automatically charge and withhold the applicable taxes if required by law. All payments to us are made through a third-party payment processor in the form of payment accepted by them. If you disagree with any charges we have made to your account, you must let us know within 10 business days from the end of the month in which the disputed charge took place. To resolve any disputed charges, we will need certain trip information, including the date and approximate start and end times of your trip. As a policy, we do not offer refunds for your use of our Services, and any exceptions to this policy are in our sole discretion.

6.2. Promotional Codes.

At various times we provide promotional codes for discounted trips. Please understand that these are one-time offers, are only redeemable via the App and we may modify or cancel them at any time. We limit these to 1 per user and account, they can't be combined with other offers, they will expire in accordance with their terms and are not transferable or permitted to be resold.

6.3. Subscriptions.

If available in your area, you may use our Services by purchasing a monthly subscription. There are some additional rules about subscriptions:

- (1) Your subscription will begin on the date your first payment is received, and our third party payment processor will charge your preferred payment method within 30 days of authorization. Your subscription will continue for the period of time you selected at sign-up (or month-to-month if no period was specified for some reason).
- (2) The applicable price is the price at the time you submit your order (we reserve the right to change prices over time, and we do not provide price protection or refunds in the event of a price drop or promotional offering). We'll automatically bill and charge you each month during the term of your subscription.
- (3) We may offer a variety of membership plans, including free trials, discounted pricing for limited times or special third-party promotional plans that may have different or additional terms disclosed to you at or before sign-up. Some of these are offered by third parties, and we are not responsible for their products and services. With free trials, some credit card companies may place a temporary hold on your payment method for your first payment.
- (4) We reserve the right to modify, terminate or otherwise amend any subscription membership plans.
- (5) We may cancel your subscription for any or no reason on 30 days prior written notice to you. You may do the same, but if it's in the middle of your subscription term, you will not receive a refund for partial months and it may mean you forfeit any membership fee. We may also cancel your subscription if you fail to pay amounts due, or if you are in material breach of these Terms.
- (6) Our subscription will automatically renew at the then-current prices for the same length of time as your original membership term. It will continue indefinitely unless you cancel it before the end of your then-current subscription term. Our pricing and

applicable taxes and fees may change over time, so the pricing from one subscription term to the next may be different. We reserve the right to change subscription pricing at any time, but if we do, we'll give you notice of such change first (this might be in-App or other electronic communication). If you don't agree with the new pricing, you can cancel your subscription.

- (7) You have 60 days from the day charges appear on your account statement to dispute them – after that, you are deemed to have accepted these charges.

6.4. Fines and Fees.

When you are using our Services, you must comply with the laws that apply to you. If you receive a ticket or a fine, cause a Product to be towed and/or impounded or receive any other penalties or fees, you'll be responsible for the associated costs. We cooperate with all governmental officials in their enforcement of the applicable laws, and for expediency we may pay amounts you owe on your behalf and provide any necessary information requested or required by the applicable government agencies. If we do so, you are required to pay us back plus a reasonable administrative fee plus any applicable costs associated with third party collection or administrative agents if we have to use them to resolve the issue. By agreeing to these Terms, you agree that we may charge these amounts to your preferred payment method indicated in your account, and we may need to contact you for additional information.

7. Warranty Disclaimers

We provide our Services using a commercially reasonable level of skill and care, and while we strive for the highest quality in everything we do, there are certain things we cannot promise of our Services. WE PROVIDE OUR SERVICES "AS IS" AND "AS AVAILABLE." OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS, THE RELEASED PARTIES (WHICH WE DEFINE IN THE NEXT PARAGRAPH) DO NOT MAKE ANY SPECIFIC PROMISES ABOUT ANY SERVICES, WHETHER ABOUT THE SPECIFIC FUNCTIONS OF SUCH SERVICES, THEIR RELIABILITY, QUALITY, AVAILABILITY OR ABILITY TO MEET YOUR SPECIFIC NEEDS OR OTHERWISE, OR THAT THEY WILL BE UNINTERRUPTED OR ERROR-FREE. SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, SUCH AS THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE AND OUR RELEASED PARTIES EXCLUDE ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED.

8. Limitation of Liability

WHEN PERMITTED BY LAW, THE RELEASED PARTIES WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES. TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF THE RELEASED PARTIES FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO US\$100. IN ALL CASES, THE RELEASED PARTIES WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

OUR PRODUCTS ARE MACHINES AND THERE IS INHERENT RISK ASSOCIATED WITH USING THEM, INCLUDING DUE TO MALFUNCTION NO MATTER HOW WELL THEY ARE MAINTAINED. THESE RISKS ARE NOT ALWAYS OBVIOUS, AND THEY MAY CAUSE PROPERTY DAMAGE, INJURY OR EVEN DEATH TO YOU OR OTHERS. BY USING OUR SERVICES, YOU AGREE THAT YOU UNDERSTAND THESE RISKS, THAT

IT IS YOUR RESPONSIBILITY TO USE OUR SERVICES SAFELY AND THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES IS YOURS AND YOURS ALONE. YOU ARE RESPONSIBLE FOR ANY HARM YOU CAUSE TO OTHER PEOPLE OR PROPERTY.

YOU HEREBY WAIVE ANY AND ALL CLAIMS, INCLUDING THOSE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY AND/OR ANY OTHER GROUNDS, EVEN IF ANY OF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS.

THE PROVISIONS IN THIS SECTION 8 APPLY TO THE MAXIMUM EXTENT ALLOWED BY LAW.

When we use the term “Released Parties” in these Terms, we mean (i) us and our affiliates and subsidiaries and our and their respective owners, managers, officers, employees, directors, agents, representatives, successors, assigns, licensees, distributors, vendors and third parties with whom we authorize or otherwise partner with to distribute, market or otherwise commercialize the Services, (ii) municipalities and public entities (including all of their respective elected and appointed officers, officials, employees and agents) which authorize us to operate any of the Services, (iii) owners and ground lessees of the property (including all of their respective elected and appointed officers, officials, employees and agents) which authorize us to operate any of the Services on its premises, and (iv) to the extent you access the Services using a third party application, website, content, product or service, that third party and all of its affiliates and subsidiaries and each of their respective owners, managers, officers, employees, directors, agents, representatives, successors and assigns.

9. Indemnity

You agree to indemnify and hold the Released Parties harmless from any and all claims, actions, costs, damages, penalties, fines, demands, losses, liabilities and expenses (including attorneys’ fees and court costs) arising out of or in connection with (i) your use of the Services (including the payment of fines and other fees in Section 6 above), (ii) your breach or violation of any of these Terms or any applicable law, (iii) any of the Released Parties’ use of your content discussed in Section 13, or (iv) your violation of the rights of any third party. The Released Parties reserve the right to assume the exclusive defense of any of the foregoing, and you agree not to settle any of the foregoing without the applicable Released Parties’ prior written consent. You agree that the obligations in this Section 9 will survive any termination of these Terms, your user account or your access to our Services generally.

10. Your Personal Information

Our collection and use of personal information in connection with the Services is set forth in our Privacy Notice found at www.li.me/privacy. We and/or our third party contractors monitor the location, charge (for electric Products) and fuel status, odometer and other driving information (for car-sharing vehicles), and we may collect information regarding your use of the Services, subject to our Privacy Notice.

11. Text Messages and Telephone Calls

Unless you opt out, you agree that we may contact you by telephone, SMS or text message (including through use of an automatic telephone dialing system) at the phone numbers you have provided to us, including for marketing purposes. You understand that you are not

required to provide this consent as a condition of purchasing any property, goods or services. You may opt out of receiving telephone calls, SMS or text messages from us at any time, either by texting the word “STOP” in response to a text message received from us using the mobile device that is receiving the messages or to (888) 546-3345, by contacting us at support@li.me, or by calling our Customer Service at (888) LIME-345.

12. Intellectual Property

12.1. Our Limited License to You

Subject to these Terms, we grant you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access and use the App and our related software and services on your personal device solely for your use of our Services. Such rights are for your personal, noncommercial use only. Any rights not expressly granted herein are reserved by us and our licensors. You are not allowed to copy, modify, distribute, sell or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of the Services or software, unless laws prohibit these restrictions or you have our written permission to do so. Don't do anything that places an unreasonably large load on our Services' infrastructure, use any robots, spiders, scrapers or other automated means to access our Services, try to interfere with the proper working of our Service or attempt to bypass any of our security measures to access the Services.

12.2. Ownership

The Services are our exclusive property, and your use of them does not transfer any ownership rights to you. Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access, and except for the limited license granted to you above, all rights therein (including all intellectual property) belong to us or our licensors. You may not use content from our Services without our express prior permission or as otherwise permitted by law. These Terms do not grant you the right to use any trademarks, branding or logos used in our Services or otherwise, including in any advertising or publicity or to imply our endorsement in any way. Please do not obscure or alter any legal notices displayed in, along with or in connection with our Services.

12.3. Digital Millennium Copyright Act & Claims of Copyright Infringement

Claims of copyright infringement should be sent to our designated agent. Please visit us at www.li.me/dmca for all relevant information.

13. Content Provided by You

You may at times be invited to submit content to us (like a comment to a blog post, to participate in our communities or provide user tips). You retain ownership of this content but we ask that you make sure you have the right to submit it to us in the first place, because when you submit it, you give us (and those we work with) a worldwide license to use, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display and distribute it as well as your name, voice and/or likeness if also submitted (like if you take a selfie when using a Product). This license continues even if you stop using our Services. If you submit feedback or suggestions about our Services, we may

use your feedback or suggestions without obligation to you. Any content you submit is deemed non-confidential.

Do not submit any content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful or otherwise offensive (we will be the judge of whether your content meets any of these descriptions). The same goes for “spam” or unsolicited advertising. We have the right, but not the obligation, to review, monitor or remove your content at any time for any reason without notice.

14. Third Party Services and Content

The Services may be made available or accessed in connection with services and content (including advertising) controlled by third parties with different terms of use and privacy policies. We don't endorse these third party services and content and we are not responsible or liable for any of their products or services. Additionally, Apple Inc., Google, Inc., Microsoft Corporation and/or BlackBerry Limited will be a third-party beneficiary to these Terms if you access the Services using applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to these Terms and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these applications or devices is subject to terms set forth in their respective terms of service and privacy policies.

15. Network Access and Devices

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services (including the App) and any updates thereto. We do not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

16. General

These Terms will be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law provisions. You may not assign these Terms without our prior written approval. We may assign these Terms without your consent to a related or affiliated entity or in the event of a sale of all or substantially all of our assets, stock or business, or to a successor by merger. Any purported assignment in violation of this paragraph is void. No joint venture, partnership, employment or agency relationship exists between you and us as a result of these Terms or your use of our Services. If any provision of these Terms is held to be invalid or unenforceable, that provision shall be struck and the remaining provisions shall be enforced to the fullest extent under the law. Our failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless we acknowledge and agree to it in writing, and it is not a waiver of our right to do so later. This provision will not affect the Severability and Survivability section of the Arbitration Agreement of these Terms. Force majeure events may prevent us from providing the Services. Note that when we say “include” or “including” throughout these Terms, we

really mean “including, but not limited to” but do this for ease of reading. Provisions that by their nature are intended to survive the termination of these Terms or your use of the Services will survive.

17. MUTUAL ARBITRATION PROVISION

Before bringing a formal legal case, please first try contacting our Customer Support. Most disputes can be resolved that way.

17.1 We each mutually agree to resolve any justiciable disputes between us exclusively through final and binding arbitration instead of filing a lawsuit in court. This arbitration provision is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16) (“FAA”) and will apply to any and all claims arising out of or relating to your access or use of the Services, any communications, advertising or marketing by or regarding us or the Services, any products or services sold or distributed through the Services that you received as a consumer of our Services, any aspect of your relationship or transactions with us, any of our actual or alleged intellectual property rights, and all other aspects of your relationship with us, past, present or future, whether arising under federal, state or local statutory and/or common law (collectively, the “Dispute”). We each also expressly agree that this Agreement will be governed by the FAA even in the event you and/or we and/or these Terms are otherwise exempted from the FAA. Any disputes in this regard shall be resolved exclusively by an arbitrator. If, but only if, the arbitrator determines the FAA does not apply, California law governing arbitration agreements will apply.

17.2 If either of us wish to initiate arbitration, the initiating party must notify the other party in writing via certified mail, return receipt requested, or hand delivery within the applicable statute of limitations period. This demand for arbitration must include (1) the name and address of the party seeking arbitration, (2) a statement of the legal and factual basis of the claim and (3) a description of the remedy sought. Any demand for arbitration by you must be delivered to us at Neutron Holdings, Inc. dba Lime, c/o CT Corporation System at the address listed at <https://ct.wolterskluwer.com/sop-locations> (please choose the location in your home state).

17.3 Class Action Waiver. We each mutually agree that by entering into this agreement to arbitrate, we both waive our right to have any dispute or claim brought, heard or arbitrated as, or to participate in, a class action, collective action and/or representative action, and an arbitrator shall not have any authority to hear or arbitrate any class, collective or representative action (“Class Action Waiver”). In any case in which (1) the dispute is filed as a class, collective or representative action and (2) there is a final judicial determination that all or part of the Class Action Waiver is unenforceable, the class, collective and/or representative action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration. Notwithstanding any other clause contained in this Section 17 or the JAMS Rules, as defined below, any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. All other disputes with respect to whether this Mutual Arbitration Provision is unenforceable, unconscionable, applicable, valid, void or voidable shall be determined exclusively by an arbitrator, and not by any court.

17.4 Any arbitration shall be governed by the then-current Commercial Arbitration Rules of the Judicial Arbitration and Mediation Services Inc. (“JAMS”) using JAMS’ streamlined Arbitration Rules and Procedures, or by any other arbitration administration service that you and our officer or legal representative consent to in writing. If an in-person arbitration hearing is required, then it will be conducted in the “metropolitan statistical area” (as defined by the U.S. Census Bureau) where you are a resident at the time the Dispute is submitted to arbitration. You and we will pay the administrative and arbitrator’s fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require us to pay a greater portion or all of such fees and costs in order for this Section 17 to be enforceable, then we will have the right to elect to pay the fees and costs and proceed to arbitration. The arbitrator or arbitration panel, as the case may be, will apply and be bound by this Section 17 and any additional terms, and will determine any Dispute according to applicable law and facts based upon the record and no other basis, and will issue a reasoned award. All issues are for the arbitrator to decide, including arbitrability. This arbitration provision shall survive termination of this Section 17 or the Services. You can obtain JAMS procedures, rules, and fee information as follows: JAMS: 800.352.5267 and <http://www.jamsadr.com>.

17.5 Except as provided in the Class Action Waiver, the arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law, but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The arbitrator shall apply the state or federal substantive law, or both, as is applicable.

17.6 Except where arbitration is required above or with respect to the enforcement of any arbitration decision or award, any action or proceeding relating to any Dispute may only be instituted in state or federal court in San Francisco, California. Accordingly, we each mutually consent to the exclusive personal jurisdiction and venue of such courts for such matters. The award issued by the arbitrator may be entered in any court of competent jurisdiction.

17.7 This Mutual Arbitration Provision will survive any termination of your relationship with us.

17.8 This Mutual Arbitration Provision is the full and complete agreement relating to the formal resolution of disputes covered by this Mutual Arbitration Provision. This Section 17 can be amended only by our mutual written agreement. In the event any portion of this Mutual Arbitration Provision is deemed unenforceable, the remainder of this Mutual Arbitration Provision will be enforceable.

THANK YOU!

Questions?
Please contact
jean.walsh@li.me

